



## NOTICE OF CONTRACT AMENDMENT

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

B32 12088

|  |   |
|--|---|
| CONTRACT NUMBER<br>C312088001  | CONTRACT TITLE<br>Building Automation Control System Maintenance and Repair Services  |
| AMENDMENT NUMBER<br>Amendment #005   | CONTRACT PERIOD<br>May 1, 2015 through July 31, 2016  |
| REQUISITION NUMBER<br>NR 300 22006000076   | VENDOR NUMBER<br>4808218780 2   |
| CONTRACTOR NAME AND ADDRESS<br>THERMAL COMPONENTS CO<br>1260 NW MAIN ST<br>PO BOX 219<br>LEES SUMMIT MO 64063-0219                                 | STATE AGENCY'S NAME AND ADDRESS<br>Division of Facilities Management, & Missouri Veteran's Commission<br>Design and Construction<br>205 Jefferson Street, 12 <sup>th</sup> Floor<br>301 W. High, Room 730<br>Jefferson City MO 65101<br>Jefferson City MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:<br><br>Contract C312088001 is hereby amended pursuant to the attached Amendment #006 dated 03/15/16. |   |
| BUYER<br>Casey Rost  | BUYER CONTACT INFORMATION<br>Email: <a href="mailto:casey.rost@oa.mo.gov">casey.rost@oa.mo.gov</a><br>Phone: (573) 526-3862 Fax: (573) 526-9816   |
| SIGNATURE OF BUYER<br>   | DATE<br>3-21-16   |
| DIRECTOR OF PURCHASING<br>Karen S. Boeger  |   |



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING  
CONTRACT EXTENSION

AMENDMENT NO.: 005  
CONTRACT NO.: C312088001  
TITLE: Building Automation Control System  
Maintenance and Repair Services  
ISSUE DATE: 3/11/2016

REQ NO.: NR 300 2206000076  
BUYER: Casey Rost

PHONE NO.: (573) 526-3862  
E-MAIL: casey.rost@oa.mo.gov

TO: Thermal Components Co  
1260 NW Main St  
PO Box 219  
Lees Summit, MO 64063-0219

RETURN AMENDMENT BY NO LATER THAN: 3/23/2016 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: | casey.rost@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:

Division of Facilities Management,  
Design and Construction  
301 W High, Room 730  
Jefferson City, MO 65101

Missouri Veteran's Commission  
205 Jefferson Street, 12<sup>th</sup> Floor  
Jefferson City MO 65102

SIGNATURE REQUIRED

|   |
|---|
| DOING BUSINESS AS (DBA) NAME<br><b>THERMAL COMPONENTS CO.</b> |
| MAILING ADDRESS<br><b>1260 NW MAIN ST.</b>                    |
| CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, MISSOURI 64086</b>  |

|   |
|---|
| LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br><b>THERMAL COMPONENTS CO.</b> |
| IRS FORM 1099 MAILING ADDRESS<br><b>1260 NW MAIN ST.</b>  |
| CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, MISSOURI 64086</b>  |

|                                     |
|-------------------------------------|
| CONTACT PERSON<br><b>BEN ACKLEY</b> |
| PHONE NUMBER<br><b>816-607-6200</b> |

|   |
|---|
| EMAIL ADDRESS<br><b>BACKLEY@THERMALCOMPONENTS.COM</b> |
| FAX NUMBER<br><b>816-607-6236</b>                     |

|  |
|--|
| TAXPAYER ID NUMBER (TIN)<br><b>48-082-1878</b> |
|--|

|   |
|---|
| TAXPAYER ID (TIN) TYPE (CHECK ONE)<br><input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN |
|---|

|   |
|---|
| VENDOR NUMBER (IF KNOWN)<br><b>4808218780 2</b> |
|---|

|   |
|---|
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><input 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<br> |
|--------------------------|

|                          |
|--------------------------|
| DATE<br><b>3-15-2016</b> |
|--------------------------|

|   |
|---|
| PRINTED NAME<br><b>BENJAMIN R. ACKLEY</b> |
|---|

|                           |
|---------------------------|
| TITLE<br><b>PRESIDENT</b> |
|---------------------------|

**AMENDMENT #005 TO CONTRACT C312088001**

**CONTRACT TITLE:** Building Automation Control System Maintenance and Repair Services

**CONTRACT PERIOD:** May 1, 2015 through July 31, 2016

Efforts are underway to replace the above referenced contract but are unfinished. As a result, the State of Missouri desires to extend Contract C312088001 at the same prices as the previous contract period in order to provide continuing and uninterrupted contract services.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto.

The contractor shall signify acceptance by signing and returning this document on or before the date indicated.



## 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<br>C312088001   | CONTRACT TITLE<br>Building Automation Control System Maintenance and Repair Services  |
| AMENDMENT NUMBER<br>004   | CONTRACT PERIOD<br>May 1, 2015 through April 30, 2016   |
| REQUISITION NUMBER<br>NR 300 22005000054  | VENDOR NUMBER<br>4808218780 2   |
| CONTRACTOR NAME AND ADDRESS<br>Thermal Components CO<br>1260 NW Main St<br>PO Box 219<br>Lees Summit, MO 64063-0219                                       | STATE AGENCY'S NAME AND ADDRESS<br>Division of Facilities Management, & Missouri Veteran's Commission<br>Design and Construction<br>301 W. High, Room 730<br>Jefferson City MO 65101<br>205 Jefferson Street, 12 <sup>th</sup> Floor<br>Jefferson City MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:<br><br>Contract C312088001 is hereby amended pursuant to the attached amendment #004, dated 2/5/15.         |   |
| BUYER<br>Molly Berkbigler   | BUYER CONTACT INFORMATION<br>Email: <a href="mailto:molly.berkbigler@oa.mo.gov">molly.berkbigler@oa.mo.gov</a><br>Phone: (573) 751-8900 Fax: (573) 526-9816   |
| SIGNATURE OF BUYER<br>   | DATE<br>3-3-15  |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT<br><br>Karen S. Boeger |   |



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

AMENDMENT NO.: 004  
CONTRACT NO.: C312088001  
TITLE: Building Automation Control System Maintenance and Repair Services  
ISSUE DATE: 1/22/15

REQ NO.: NR 300 22005000054  
BUYER: Molly Berkbigler  
PHONE NO.: (573) 751-8900  
E-MAIL: [molly.berkbigler@oa.mo.gov](mailto:molly.berkbigler@oa.mo.gov)

TO: THERMAL COMPONENTS CO  
1260 NW MAIN ST  
PO BOX 219  
LEES SUMMIT, MO 64063-0219

RETURN AMENDMENT BY NO LATER THAN: 2/5/15 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: | <a href="mailto:molly.berkbigler@oa.mo.gov">molly.berkbigler@oa.mo.gov</a> |
| 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:

Division of Facilities Management,  
Design and Construction  
301 W High, Room 730  
Jefferson City, MO 65101

Missouri Veteran's Commission  
205 Jefferson Street, 12<sup>th</sup> Floor  
Jefferson City MO 65102

SIGNATURE REQUIRED

|  |   |   |  |
|--|---|---|--|
| DOING BUSINESS AS (DBA) NAME<br><b>THERMAL COMPONENTS CO.</b>  |   | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br><b>THERMAL COMPONENTS CO.</b> |  |
| MAILING ADDRESS<br><b>1260 NW MAIN ST.</b>   |   | IRS FORM 1099 MAILING ADDRESS<br><b>1260 NW MAIN ST.</b>  |  |
| CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, MO. 64086</b>  |   | CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, MO. 64086</b>   |  |
| CONTACT PERSON<br><b>BEN ACKLEY</b>  |   | EMAIL ADDRESS<br><b>backley@THERMALCOMPONENTS.COM</b>   |  |
| PHONE NUMBER<br><b>816-607-6200</b>  |   | FAX NUMBER<br><b>816-607-6236</b>   |  |
| TAXPAYER ID NUMBER (TIN)<br><b>48-082-1878</b>   | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br><input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN)<br><b>4808218780 2</b>   |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><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<br>   |   | DATE<br><b>2-5-2015</b>   |  |
| PRINTED NAME<br><b>BENJAMIN R. ACKLEY</b>  |   | TITLE<br><b>PRESIDENT</b>   |  |

**AMENDMENT #004 TO CONTRACT C312088001**

**CONTRACT TITLE:** Building Automation Control System Maintenance and Repair Services

**CONTRACT PERIOD:** May 1, 2015 and April 30, 2016

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

The contractor shall indicate on the attached pricing pages the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

**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 and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

**NOTE:** 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**

**CBM ROUTINE SCHEDULED MAINTENANCE and REPAIR SERVICES**

All costs associated with providing the required services, including parts/materials/software, shall be included in the stated prices.

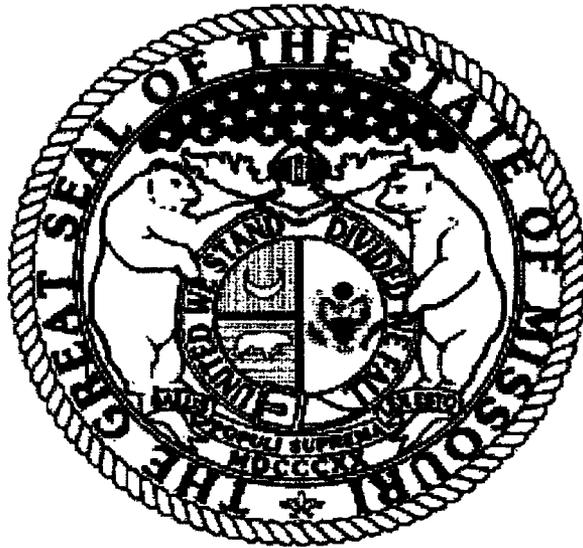
| <b>Line Item Number</b> | <b>Description</b>   | <b>3<sup>rd</sup> Renewal Period<br/>Firm, Fixed Price</b> |
|-------------------------|--|--|
| 001                     | Andover Building Automation System   | \$ <u>2985.00</u> Price Per Month                          |
| 002                     | CCTV Equipment and Access Control System (including patient ward AIPHONES and patient emergency call stations) | \$ <u>2222.00</u> Price Per Month                          |

**UNSCHEDULED MAINTENANCE, EMERGENCY SERVICES, AND PARTS/MATERIALS/SOFTWARE**

All costs associated with providing the required services shall be included in the stated prices.

| <b>Line Item Number</b> | <b>Description</b>                         | <b>3<sup>rd</sup> Renewal Period<br/>Firm, Fixed Price</b> |
|-------------------------|--|--|
| 004                     | Overtime Maintenance Services              | \$ <u>110.00</u> Price Per Hour, Per Person                |
| 005                     | Non-Emergency Services                     | \$ <u>65.00</u> Price Per Hour, Per Person                 |
| 006                     | Emergency Services – Normal Business Hours | \$ <u>65.00</u> Price Per Hour, Per Person                 |

|     |   |   |
|-----|---|---|
| 007 | Emergency Services Before or After Regular Business Hours – Mon.- Fri | \$ <u>110.00</u> Price Per Hour, Per Person |
| 008 | Emergency Services – State Observed Holidays and Weekends             | \$ <u>130.00</u> Price Per Hour, Per Person |
| 009 | Percentage Over Actual Net Cost for Parts/Materials/Software          | .15%  |



## **State of Missouri**

### **OFFICE OF ADMINISTRATION**

Division of Purchasing and Materials Management

#### **Contract Amendment Documentation**

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

## **Berkbigler, Molly**

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**From:** Brinkley, Rebecca  
**Sent:** Tuesday, March 03, 2015 10:15 AM  
**To:** Berkbigler, Molly  
**Subject:** RE: C312088001 renewal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Sorry Molly. This got lost in the shuffle.

Please proceed with accepting the renewal.

### ***Rebecca Brinkley***

*Contract Specialist II*

**Office of Administration**

**Division of Facilities Management, Design and Construction**

**Harry S Truman Office Building**

**301 West High Street, Room 730**

**PO Box 809**

**Jefferson City, MO 65102**

Phone: (573) 526-4135

Fax: (573) 751-7277

Email: [rebecca.brinkley@oa.mo.gov](mailto:rebecca.brinkley@oa.mo.gov)

---

**From:** Berkbigler, Molly  
**Sent:** Monday, March 02, 2015 12:19 PM  
**To:** Brinkley, Rebecca  
**Subject:** C312088001 renewal

Becky have you had a chance to look at this renewal yet?

### ***Molly Berkbigler***

*Buyer I*

*OA, Division of Purchasing & Materials Management*

Phone: (573) 751-8900

Email: [molly.berkbigler@oa.mo.gov](mailto:molly.berkbigler@oa.mo.gov)

## **Berkbigler, Molly**

---

**From:** Ben Ackley [backley@thermalcomponents.com]  
**Sent:** Tuesday, February 10, 2015 4:30 PM  
**To:** Berkbigler, Molly  
**Subject:** RE: C312088001 amendment information

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Molly,

The increase was in accordance with the original bid request with price increases. We have been able to hold for three previous amendments but have had price increases after 4 years. Our increase is simply based on increases in salary increases for our techs over that period of time. Thanks.

---

**From:** Berkbigler, Molly [mailto:Molly.Berkbigler@oa.mo.gov]  
**Sent:** Tuesday, February 10, 2015 3:59 PM  
**To:** Ben Ackley  
**Subject:** C312088001 amendment information

The Division of Purchasing and Materials Management is in receipt of your signed Amendment #004 for the renewal of Contract C312088001 for the Building Automation Control System Maintenance and Repair Services.

It was noticed that you proposed an increase amount for the renewal period. The contractor shall understand and agree that any renewal period pricing increase request may result in the state conducting a new procurement for the services. Therefore, before determining the appropriate action, we are requesting that you review your prices and give consideration to a reduction in the prices submitted for the renewal of Contract C312088001. If a reduction is not provided, please submit documentation supporting the increase requested.

Please respond to this email by no later than 2/24/15.

Thank you for your consideration and feel free to contact me with any questions

***Molly Berkbigler***

*Buyer I  
OA, Division of Purchasing & Materials Management  
Phone: (573) 751-8900  
Email: [molly.berkbigler@oa.mo.gov](mailto:molly.berkbigler@oa.mo.gov)*

NR 300 22005000074

RENEWAL: 3 PERIOD OF 3 TOTAL

Renewal - % Increase  Cost Savings  
 Renewal - \$ Increase  Cost Savings  
 Renewal - W/O Increase  
 SFS Renewal - Prices In Original Contract  
 SFS Renewal - Prices Not in Original Contract

EXTENSION PERIOD:

Extension - 30-Day  
 Termination  
 Extension - \$ Increase  Cost Savings  
 Extension - W/O Increase  
 Assignment  
 Cancellation/Termination  
 Other Amendment

Performance Security Deposit: \$ \_\_\_\_\_  
 Surety Bond: \$ \_\_\_\_\_  
 Annual Wage Order Number: \_\_\_\_\_  
 Annual Wage Order Date: \_\_\_\_\_  
 County(ies): \_\_\_\_\_  
 Other Instructions: \_\_\_\_\_

|   |                       |          |      |
|---|-----------------------|----------|------|
| A. Section 34.040.6, RSMo   | Buyer/Section Support | JA       | 1/22 |
| B. DPMM Suspension List   | Buyer/Section Support | JA       | 1/22 |
| C. Federal Suspension - SAM.GOV   | Buyer/Section Support | JA       | 1/22 |
| D. Labor Stds - OA/FMDC Contractor Debarment Lists  | Buyer/Section Support |          |      |
| E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 <sup>st</sup> Renewal - Blind/Sheel Wkshp Affdvt | Buyer                 |          |      |
| F. SFS Review/Justification - Insert Advertising Date, if applicable  | Buyer                 |          |      |
|   | Buyer/Section Support | JA       | 1/22 |
|   | Buyer                 | JK<br>MS | 1/22 |

1/23/15

Buyer/Section Support

Contractor E-Mail Address/Fax Number: backlog@thermalcomponents.com

State Agency Contact E-Mail / Address: backlog@thermalcomponents.com

Section 34.040.6, RSMo, Letter: Follow-Up Notes:

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

3/4/15

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3/4/15

Buyer/Section Support

Buyer

MS  
MS

3/3  
3/3

|  |                               |    |        |
|--|-------------------------------|----|--------|
| AM 300 PMM 00061396 M4                                 | Buyer/Section Support         | DE | 3/6/15 |
| Distribute E-Verify & SDV Documents                    | Buyer/Section Support         | DE | 3/6/15 |
| E-Mail/Fax NOA to Contractor/Assignee & Agency Contact | Buyer/Section Support         | DE | 3/6/15 |
| Copy/Save As Statewide Notice to Internet Folder       | Buyer/Section Support         |    |        |
|  | Central Support-Participation |    |        |
|  | Central Support-Imaging       | PT | 3/6/15 |



# NOTICE OF AWARD

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

|  |  |
|--|--|
| CONTRACT NUMBER<br>C312088001  | CONTRACT TITLE<br>Building Automation Control System Maintenance and Repair Services   |
| AMENDMENT NUMBER<br>Amendment #003   | CONTRACT PERIOD<br>May 1, 2014 through April 30, 2015  |
| REQUISITION NUMBER<br>NR 300 22004000073   | VENDOR NUMBER<br>4808218780 2  |
| CONTRACTOR NAME AND ADDRESS<br>THERMAL COMPONENTS CO<br>1260 NW MAIN ST<br>PO BOX 219<br>LEES SUMMIT MO 64063-0219 | STATE AGENCY'S NAME AND ADDRESS<br>Division of Facilities Management, & Missouri Veteran's Commission<br>Design and Construction 205 Jefferson Street, 12 <sup>th</sup> Floor<br>301 W. High, Room 730 Jefferson City MO 65102 |

**ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:**

Contract C312088001 is hereby amended pursuant to the attached Amendment #003 dated March 28, 2014 and the email from Ben Ackley with Thermal Components Co dated April 14, 2014 stating that the prices for the renewal will be the same as last year. Therefore, the prices for the renewal period shall be the following:

| LINE ITEM NUMBER   | DESCRIPTION  | 2 <sup>nd</sup> RENEWAL PERIOD<br><i>Firm, Fixed Price</i> |
|--|--|--|
| <b>CBM ROUTINE SCHEDULED MAINTENANCE AND REPAIR SERVICES</b>                     |  |  |
| 001  | Andover Building Automation System   | \$2,760.00<br>Price Per Month                              |
| 002  | CCTV Equipment and Access Control System (including patient ward AIPHONES and patient emergency call stations) | \$2,050.00<br>Price Per Month                              |
| <b>UNSCHEDULED MAINTENANCE, EMERGENCY SERVICES, AND PARTS/MATERIALS/SOFTWARE</b> |  |  |
| 004  | Overtime Maintenance Services  | \$97.50<br>Price Per Hour, Per Person                      |
| 005  | Non-Emergency Services   | \$65.00<br>Price Per Hour, Per Person                      |
| 006  | Emergency Services – Normal Business Hours   | \$65.00<br>Price Per Hour, Per Person                      |
| 007  | Emergency Services Before or After Regular Business Hours – Mon.-Fri.  | \$97.50<br>Price Per Hour, Per Person                      |
| 008  | Emergency Services – State Observed Holidays and Weekends  | \$130.00<br>Price Per Hour, Per Person                     |
| 009  | Percentage Over Actual Net Cost for Parts/Materials/Software   | 15%  |

|                       |   |
|-----------------------|---|
| BUYER<br>Leslie Kemna | BUYER CONTACT INFORMATION<br>Email: <a href="mailto:leslie.kemna@oa.mo.gov">leslie.kemna@oa.mo.gov</a><br>Phone: (573) 751-4887 Fax: (573) 526-9816 |
|-----------------------|---|

|                        |                        |
|------------------------|------------------------|
| SIGNATURE OF BUYER<br> | DATE<br>April 14, 2014 |
|------------------------|------------------------|

DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  
 James Miluski

**Kemna, Leslie**

---

**From:** Ben Ackley [backley@thermalcomponents.com]  
**Sent:** Monday, April 14, 2014 10:40 AM  
**To:** Kemna, Leslie  
**Subject:** RE: Thermal Components amendment #002 Contract C312088001

Leslie,  
Same as last year. No increase. Thanks.

---

**From:** Kemna, Leslie [mailto:Leslie.Kemna@oa.mo.gov]  
**Sent:** Monday, April 14, 2014 10:30 AM  
**To:** Ben Ackley  
**Subject:** RE: Thermal Components amendment #002 Contract C312088001

Ben,  
Please fill in prices for the renewal period.

Thank you.

Sincerely,  
Leslie Kemna  
Buyer III  
Office of Administration  
Division of Purchasing and Materials Management  
Harry S. Truman State Office Building  
301 West High Street, Room 630  
Jefferson City, MO 65102  
J : 573-751-4887  
6 : 573-526-9816  
[Leslie.Kemna@oa.mo.gov](mailto:Leslie.Kemna@oa.mo.gov)  
[www.oa.mo.gov/purch](http://www.oa.mo.gov/purch)

-----Original Message-----

**From:** Ben Ackley [mailto:backley@thermalcomponents.com]  
**Sent:** Friday, March 28, 2014 5:21 PM  
**To:** Kemna, Leslie  
**Subject:** FW: Thermal Components amendment #002 Contract C312088001

Leslie,  
Signed Amendment.2nd year pricing should be per the original contract for the 2nd year. Call if you have questions. Thanks.



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

AMENDMENT NO.: 003  
CONTRACT NO.: C312088001  
TITLE: Building Automation Control System Maintenance and Repair Services  
ISSUE DATE: 03/12/14

REQ NO.: NR 300 22004000073  
BUYER: Leslie Kemna  
PHONE NO.: (573) 751-4887  
E-MAIL: [leslie.kemna@oa.mo.gov](mailto:leslie.kemna@oa.mo.gov)

TO: THERMAL COMPONENTS CO  
1260 NW MAIN ST  
PO BOX 219  
LEES SUMMIT, MO 64063-0219

RETURN AMENDMENT BY NO LATER THAN: 03/26/14 AT 5:00 PM CENTRAL TIME

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

|                     |   |
|---------------------|---|
| SCAN AND E-MAIL TO: | <a href="mailto:leslie.kemna@oa.mo.gov">leslie.kemna@oa.mo.gov</a>  |
| 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:

Division of Facilities Management,  
Design and Construction  
301 W. High, Room 730  
Jefferson City MO 65101

Missouri Veteran's Commission  
205 Jefferson Street, 12<sup>th</sup> Floor  
Jefferson City MO 65102

SIGNATURE REQUIRED

|   |
|---|
| DOING BUSINESS AS (DBA) NAME<br><b>THERMAL COMPONENTS CO.</b> |
| MAILING ADDRESS<br><b>1260 NW MAIN ST.</b>                    |
| CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, Mo. 64063</b>       |

|   |
|---|
| LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br><b>SAME</b> |
| IRS FORM 1099 MAILING ADDRESS<br><b>SAME</b>                                      |
| CITY, STATE, ZIP CODE<br><b>SAME</b>  |

|  |   |   |  |
|--|---|---|--|
| CONTACT PERSON<br><b>BEN ACKLEY</b>  |   | EMAIL ADDRESS<br><b>BACKLEY@THERMALCOMPONENTS.COM</b> |  |
| PHONE NUMBER<br><b>816-607-6200</b>  |   | FAX NUMBER<br><b>816-607-6236</b>                     |  |
| TAXPAYER ID NUMBER (TIN)<br><b>48-0821878</b>  | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br><input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN)<br><b>4808218780 2</b>       |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><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<br>   |   | DATE<br><b>3-28-2014</b>                              |  |
| PRINTED NAME<br><b>BENJAMIN R. ACKLEY</b>  |   | TITLE<br><b>PRESIDENT</b>                             |  |

**AMENDMENT #003 TO CONTRACT C312088001**

**CONTRACT TITLE:** Building Automation Control System Maintenance and Repair Services

**CONTRACT PERIOD:** May 1, 2014 through April 30, 2015

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

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

**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 and apply hereto.*

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

**NOTE:** 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**

(c/s code 91036)

| <b>CBM ROUTINE SCHEDULED MAINTENANCE and REPAIR SERVICES</b>   |  |  |
|--|--|--|
| <b>All costs associated with providing the required services, <u>including parts/materials/software</u>, shall be included in the stated prices.</b> |  |  |
| Line Item Number   | Description  | 2 <sup>nd</sup> Renewal Period<br><i>Firm, Fixed Price</i> |
| 001  | Andover Building Automation System   | \$ _____ Price Per Month                                   |
| 002  | CCTV Equipment and Access Control System (including patient ward AIPHONES and patient emergency call stations) | \$ _____ Price Per Month                                   |

| <b>UNSCHEDULED MAINTENANCE, EMERGENCY SERVICES, AND PARTS/MATERIALS/SOFTWARE</b>                         |   |  |
|--|---|--|
| <b>All costs associated with providing the required services shall be included in the stated prices.</b> |   |  |
| Line Item Number   | Description   | 2 <sup>nd</sup> Renewal Period<br><i>Firm, Fixed Price</i> |
| 004  | Overtime Maintenance Services   | \$ _____ Price Per Hour, Per Person                        |
| 005  | Non-Emergency Services  | \$ _____ Price Per Hour, Per Person                        |
| 006  | Emergency Services – Normal Business Hours                            | \$ _____ Price Per Hour, Per Person                        |
| 007  | Emergency Services Before or After Regular Business Hours – Mon.- Fri | \$ _____ Price Per Hour, Per Person                        |
| 008  | Emergency Services – State Observed Holidays and Weekends             | \$ _____ Price Per Hour, Per Person                        |
| 009  | Percentage Over Actual Net Cost for Parts/Materials/Software          | 15%  |

NR 30022004

**1. Indicate Contract Amendment Type**

RENEWAL: 2 PERIOD OF 3 TOTAL

Renewal - % Increase  Cost Savings  
 Renewal - \$ Increase  Cost Savings  
 Renewal - W/O Increase  
 SFS Renewal - Prices In Original Contract  
 SFS Renewal - Prices Not in Original Contract

Performance Security Deposit: \$ \_\_\_\_\_  
 Surety Bond: \$ \_\_\_\_\_  
 Annual Wage Order Number: \_\_\_\_\_  
 Annual Wage Order Date: \_\_\_\_\_  
 County(ies): \_\_\_\_\_

EXTENSION PERIOD:

Extension - 30-Day  
 Termination  
 Extension - \$ Increase  Cost Savings  
 Extension - W/O Increase

Assignment  
 Cancellation/Termination  
 Other Amendment

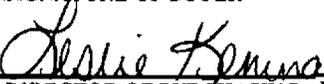
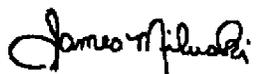
Other Instructions: \_\_\_\_\_

| Tasks  | Route                           | Initial         | Date          |
|--|---------------------------------|-----------------|---------------|
| <b>2. Preliminary Tasks/Verifications</b>  |                                 |                 |               |
| A. Section 34.040.6, RSMo  | Buyer/Section Support           | DT              | 3-12-14       |
| B. DPMM Suspension List  | Buyer/Section Support           | DT              | 3-12-14       |
| C. Federal Suspension - SAM.GOV  | Buyer/Section Support           | DT              | 3-12-14       |
| D. Labor Stds - OA/FMDC Contractor Debarment Lists   | Buyer/Section Support           |                 |               |
| E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 <sup>st</sup> Renewal - Blind/Shel Wkshp Affdvt | Buyer                           |                 |               |
| F. SFS Review/Justification - Insert Advertising Date, if applicable   | Buyer                           |                 |               |
| <b>3. Prepare Contract Amendment</b>   | Buyer/Section Support           | or              | 3-12-14       |
| <b>4. Review/Approve Contract Amendment (If Signature Required)</b>  | Buyer                           | LK              | 3/13/14       |
| Initial Date   | Supervisor                      | Section Manager | Asst Director |
| <b>5. E-Mail/Fax Contract Amendment (If Signature Required)</b>  | Buyer/Section Support           | or              | 3/14/14       |
| Contractor E-Mail Address/Fax Number   | backley@thermalcomponents.com ✓ |                 |               |
| State Agency Contact E-Mail Address  | Becky Brinkley ✓                |                 |               |
| Section 34.040.6, RSMo, Letter   | Follow-Up Notes:                |                 |               |
| <b>6. Review Contract Amendment Response - Verifications</b>   |                                 |                 |               |
| A. Renewal/Extension Pricing   | Buyer/Section Support           | LK              | 4/14          |
| B. Section 34.040.6, RSMo  | Buyer/Section Support           | DT              | 4-2-14        |
| C. Performance Security Deposit/Surety Bond  | Buyer/Section Support           |                 |               |
| D. Renewal/Extension with Cost Savings Language  | Buyer                           |                 |               |
| E. Statewide Notice  | Buyer                           |                 |               |
| F. SFS Authorized Limit \$   | Buyer                           |                 |               |
| G. Contract Assignment Only Verifications - Complete unless completed in Step 2 above.   |                                 |                 |               |
| 1. E-Verify Exhibit/Affidavit/Documentation  | Buyer/Section Support           |                 |               |
| 2. Assignment and Consent Form   | Buyer/Section Support           |                 |               |
| 3. DPMM Suspension List  | Buyer/Section Support           |                 |               |
| 4. Federal Suspension - SAM.GOV  | Buyer/Section Support           |                 |               |
| 5. Labor Stds - OA/FMDC Contractor Debarment Lists   | Buyer/Section Support           |                 |               |
| <b>7. Prepare Contract Amendment Award Document/Statewide Notice</b>   | Buyer/Section Support           | LK              | 4/14          |
| <b>8. Review/Approve Contract Amendment Award Document</b>   | Buyer                           | LK              | 4/14          |
| Initial Date   | Supervisor                      | Section Manager | Asst Director |
| <b>9. Process Contract Amendment</b>   | Buyer/Section Support           |                 |               |
| AM 300 PMM 00063923 m3   | Buyer/Section Support           | DT              | 4-16-14       |
| Distribute E-Verify & SDV Documents  | Buyer/Section Support           |                 |               |
| E-Mail/Fax NOA to Contractor/Assignee & Agency Contact   | Buyer/Section Support           | DT              | 4-16-14       |
| Copy/Save As Statewide Notice to Internet Folder   | Buyer/Section Support           |                 |               |
| <b>10. Log Participation Commitment Information</b>  | Central Support-Participation   |                 |               |
| <b>11. Image Contract Amendment Packet</b>   | Central Support-Imaging         |                 | 5/14          |



## 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<br>C312088001  | CONTRACT TITLE<br>Building Automation Control System Maintenance and Repair Services   |
| AMENDMENT NUMBER<br>Amendment #002   | CONTRACT PERIOD<br>May 1, 2013 through April 30, 2014  |
| REQUISITION NUMBER<br>NR 300 22004000033   | VENDOR NUMBER<br>4808218780 2  |
| CONTRACTOR NAME AND ADDRESS<br><br>THERMAL COMPONENTS CO<br>1260 NW MAIN ST<br>PO BOX 219<br>LEES SUMMIT MO 64063-0219                                     | STATE AGENCY'S NAME AND ADDRESS<br><br>Division of Facilities Management,<br>Design and Construction<br>301 W. High, Room 730<br>Jefferson City MO 65101<br><br>Missouri Veteran's Commission<br>205 Jefferson Street, 12 <sup>th</sup> Floor<br>Jefferson City MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:<br><br>Contract C312088001 is hereby amended pursuant to the attached Amendment #002 dated January 29, 2014. |  |
| BUYER<br>Leslie Kemna  | BUYER CONTACT INFORMATION<br>Email: <a href="mailto:leslie.kemna@oa.mo.gov">leslie.kemna@oa.mo.gov</a><br>Phone: (573) 751-4887 Fax: (573) 526-9816  |
| SIGNATURE OF BUYER<br>  | DATE<br>January 30, 2014   |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT<br> James Miluski       |  |



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

AMENDMENT NO.: 002  
CONTRACT NO.: C312088001  
TITLE: Building Automation Control System  
Maintenance and Repair Services  
ISSUE DATE: December 6, 2013

REQ NO.: NR 300 22004000033  
BUYER: Leslie Kemna  
PHONE NO.: (573) 751-4887  
E-MAIL: leslie.kemna@oa.mo.gov

TO: THERMAL COMPONENTS CO  
1260 NW MAIN ST  
PO BOX 219  
LEES SUMMIT MO 64063-0219

RETURN AMENDMENT BY NO LATER THAN: December 17, 2013 AT 5:00 PM CENTRAL TIME

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

|                     |   |
|---------------------|---|
| SCAN AND E-MAIL TO: | leslie.kemna@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:

Original State Agency  
Division of Facilities Management,  
Design and Construction  
301 W. High, Room 730  
Jefferson City MO 65101

Added State Agency  
Missouri Veteran's Commission  
205 Jefferson Street, 12<sup>th</sup> Floor  
Jefferson City MO 65102

SIGNATURE REQUIRED

|   |
|---|
| DOING BUSINESS AS (DBA) NAME<br><b>THERMAL COMPONENTS CO.</b> |
| MAILING ADDRESS<br><b>1260 NW MAIN ST.</b>                    |
| CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, MISSOURI 64086</b>  |

|   |
|---|
| LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br><b>THERMAL COMPONENTS CO.</b> |
| IRS FORM 1099 MAILING ADDRESS<br><b>1260 NW MAIN ST.</b>  |
| CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, MISSOURI 64086</b>  |

|  |   |   |  |
|--|---|---|--|
| CONTACT PERSON<br><b>BEN ACKLEY</b>  |   | EMAIL ADDRESS<br><b>BACKLEY@THERMALCOMPONENTS.COM</b> |  |
| PHONE NUMBER<br><b>816-607-6138</b>  |   | FAX NUMBER<br><b>816-607-6236</b>                     |  |
| TAXPAYER ID NUMBER (TIN)<br><b>48-082-1878</b>   | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br><input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN)<br><b>4808218780 2</b>       |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><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<br>   |   | DATE<br><b>1/29/2014</b>                              |  |
| PRINTED NAME<br><b>BENJAMIN R. ACKLEY</b>  |   | TITLE<br><b>PRESIDENT</b>                             |  |

**AMENDMENT #002 TO CONTRACT C312088001**

**CONTRACT TITLE:** Building Automation Control System Maintenance and Repair Services

**CONTRACT PERIOD:** May 1, 2013 through April 30, 2014

Effective December 15, 2013, the State of Missouri hereby desires to amend contract C312088001 to add the facilities of the Missouri Veteran's Commission listed below as an additional "state agency" that will utilize the contractor's services pursuant to the provisions, requirements, and prices of the contract for Unscheduled Maintenance, Emergency Services, and Parts/Materials/Software.

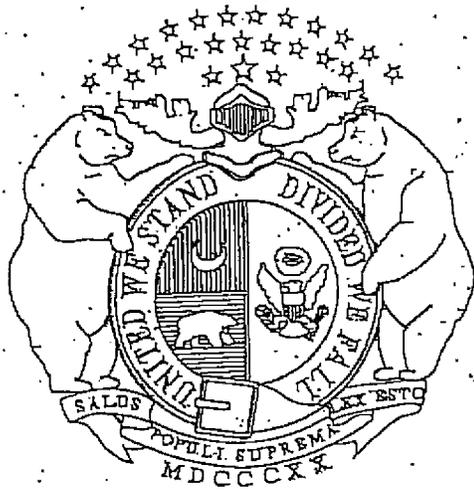
Missouri Veterans Home-Cameron  
111 Euclid  
Cameron, Missouri 64429

Missouri Veterans Home-Warrensburg  
1300 Veterans Road  
Warrensburg, Missouri 64093

Each state agency using the contractor's services shall be responsible for the payment of services provided for that state agency.

All other requirements and provisions, including all prices, of the contract shall remain the same and apply hereto.

The contractor shall sign this document as acceptance and return it on or before the date indicated on page 1.



State of Missouri

**OFFICE OF ADMINISTRATION**

Division of Purchasing and Materials Management

Contract Amendment Documentation

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

## Kemna, Leslie

---

**From:** Brinkley, Rebecca  
**Sent:** Monday, November 25, 2013 12:31 PM  
**To:** Kemna, Leslie  
**Subject:** FW: Warrernsburg and Cameron Andover Maintenance

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Leslie,

Per the emails below, please amend the contract for the non-emergency and emergency services for these two locations.

Thanks.

### ***Rebecca Brinkley***

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

---

**From:** Brinkley, Rebecca  
**Sent:** Monday, November 25, 2013 11:59 AM  
**To:** Norton, Timothy  
**Cc:** Baldwin, Tom; Verslues, Peter; Dooling, Jerry; Onstott, Kevin; Baldwin, Tom  
**Subject:** RE: Warrernsburg and Cameron Andover Maintenance

Thank you. I'll move forward with that.

### ***Rebecca Brinkley***

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

**From:** Norton, Timothy  
**Sent:** Monday, November 25, 2013 11:49 AM  
**To:** Brinkley, Rebecca  
**Cc:** Baldwin, Tom; Verslues, Peter; Dooling, Jerry; Onstott, Kevin; Baldwin, Tom  
**Subject:** Re: Warrensburg and Cameron Andover Maintenance

Rebecca,  
We would like the as needed basis and not routine maintenance.  
Tim

Sent from my iPhone

On Nov 25, 2013, at 11:42 AM, "Brinkley, Rebecca" <[Becky.Brinkley@oa.mo.gov](mailto:Becky.Brinkley@oa.mo.gov)> wrote:

Hi Tim,

The contract with Thermal Components has a routine scheduled maintenance and repair services; and non-emergency and emergency services on an as needed, if needed basis options.

There would be a monthly charge for the routine scheduled maintenance and repair services for each facility.

Do you want Warrensburg and Cameron to receive the routine scheduled maintenance and repair service for a monthly charge?

Otherwise, we can add them on an as needed, if needed basis for labor and material.

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

**Kemna, Leslie**

---

**From:** Brinkley, Rebecca  
**Sent:** Thursday, November 14, 2013 2:44 PM  
**To:** Kemna, Leslie  
**Subject:** Amendment to C312088001 with Thermal Components

Leslie,

I've processed NR 300 22004000033 to amend the above referenced contract to add the Cameron and Warrensburg veteran's homes to the contract. Paragraph 2.1.3a of the contract states that we would give at least 30 days prior to the beginning of providing services. However, these two veteran's homes are experiencing unreliable performance from the boilers and would like to get on the contract as soon as possible in order to receive some badly needed repairs. The situation doesn't call for an emergency, and the Veteran's Commission would like to avoid that scenario if at all possible.

Since this contract is on an as needed, if needed basis, it's difficult to determine the annual increase in cost. If there's anything you need in order to expedite this amendment, please let me know.

The NR should be available for retrieving from SAMII either later this afternoon or in the morning.

Your help in getting this processed as soon as possible would be appreciated by all.

Thanks!

***Rebecca Brinkley***

*Contract Specialist II*

Office of Administration,

Division of Facilities Management,

Design and Construction

301 West High Street

Room 730

PO Box 809

Jefferson City, MO 65102

Email: [rebecca.brinkley@oa.mo.gov](mailto:rebecca.brinkley@oa.mo.gov)

Phone: (573) 526-4135

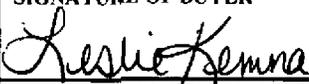
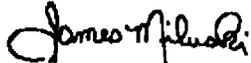
Fax: (573) 751-7277

| 1. Indicate Contract Amendment Type  |  |  |               |
|--|--|--|---------------|
| RENEWAL: _____ PERIOD OF _____ TOTAL _____   |  |  |               |
| _____ Renewal - % Increase   | _____ Cost Savings                         | Performance Security Deposit: \$ _____ |               |
| _____ Renewal - \$ Increase  | _____ Cost Savings                         | Surety Bond: \$ _____                  |               |
| _____ Renewal - W/O Increase   |  | Annual Wage Order Number: _____        |               |
| _____ SFS Renewal - Prices In Original Contract  |  | Annual Wage Order Date: _____          |               |
| _____ SFS Renewal - Prices Not in Original Contract  |  | County(ies): _____                     |               |
| EXTENSION PERIOD: _____  |  | Other Instructions: _____              |               |
| _____ Extension - 30-Day   |  | _____                                  |               |
| _____ Termination  |  | _____                                  |               |
| _____ Extension - \$ Increase  | _____ Cost Savings                         | _____                                  |               |
| _____ Extension - W/O Increase   |  | _____                                  |               |
| _____ Assignment   |  | _____                                  |               |
| _____ Cancellation/Termination   |  | _____                                  |               |
| <input checked="" type="checkbox"/> Other Amendment  | Add Agency                                 | _____                                  |               |
| Tasks  | Route                                      | Initial                                | Date          |
| <b>2. Preliminary Tasks/Verifications</b>  |  |  |               |
| A. Section 34.040.6, RSMo  | Buyer/Section Support                      |  |               |
| B. DPMM Suspension List  | Buyer/Section Support                      |  |               |
| C. Federal Suspension - SAM.GOV  | Buyer/Section Support                      |  |               |
| D. Labor Stds - OA/FMDC Contractor Debarment Lists   | Buyer/Section Support                      |  |               |
| E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 <sup>st</sup> Renewal - Blind/Shel Wkshp Affdvt | Buyer                                      |  |               |
| F. SFS Review/Justification - Insert Advertising Date, if applicable   | Buyer                                      |  |               |
| <b>3. Prepare Contract Amendment</b>   | Buyer/Section Support                      | JK                                     | 12/16/13      |
| <b>4. Review/Approve Contract Amendment (If Signature Required)</b>  | Buyer                                      | JK                                     | 12/16/13      |
| Initial  | Supervisor                                 | Section Manager                        | Asst Director |
|  | JK   | 12/16/13                               | 12/13/13      |
| <b>5. E-Mail/Fax Contract Amendment (If Signature Required)</b>   Buyer/Section Support  |  |  |               |
| Contractor E-Mail Address/Fax Number   | backley@thermalcomponents.com ✓            |  | OT            |
| State Agency Contact E-Mail Address  | Becky Brinkley ✓                           |  | 12/16/13      |
| Section 34.040.6, RSMo, Letter   | Follow-Up Notes: emailed 2nd notice 1-14 ✓ |  | OT ✓          |
| <b>6. Review Contract Amendment Response - Verifications</b>   |  |  |               |
| A. Renewal/Extension Pricing   | Buyer/Section Support                      |  |               |
| B. Section 34.040.6, RSMo  | Buyer/Section Support                      |  |               |
| C. Performance Security Deposit/Surety Bond  | Buyer/Section Support                      |  |               |
| D. Renewal/Extension with Cost Savings Language  | Buyer                                      |  |               |
| E. Statewide Notice  | Buyer                                      |  |               |
| F. SFS Authorized Limit \$   | Buyer                                      |  |               |
| <b>G. Contract Assignment Only Verifications - Complete unless completed in Step 2 above.</b>                                  |  |  |               |
| 1. E-Verify Exhibit/Affidavit/Documentation  | Buyer/Section Support                      |  |               |
| 2. Assignment and Consent Form   | Buyer/Section Support                      |  |               |
| 3. DPMM Suspension List  | Buyer/Section Support                      |  |               |
| 4. Federal Suspension - SAM.GOV  | Buyer/Section Support                      |  |               |
| 5. Labor Stds - OA/FMDC Contractor Debarment Lists   | Buyer/Section Support                      |  |               |
| <b>7. Prepare Contract Amendment Award Document/Statewide Notice</b>   | Buyer/Section Support                      | JK                                     | 1/30/14       |
| <b>8. Review/Approve Contract Amendment Award Document</b>   | Buyer                                      | JK                                     | 1/30/14       |
| Initial  | Supervisor                                 | Section Manager                        | Asst Director |
|  | JK   | 1/27/14                                | 2-3-14        |
| <b>9. Process Contract Amendment</b>   |  |  |               |
| AM 300 PMM 000163170ma   | Buyer/Section Support                      | OT                                     | 2/17/14       |
| Distribute E-Verify & SDV Documents  | Buyer/Section Support                      | OT                                     | 2/17/14       |
| E-Mail/Fax NOA to Contractor/Assignee & Agency Contact   | Buyer/Section Support                      | OT                                     | 2/17/14       |
| Copy/Save As Statewide Notice to Internet Folder   | Buyer/Section Support                      |  |               |
| <b>10. Log Participation Commitment Information</b>  | Central Support-Participation              |  |               |
| <b>11. Image Contract Amendment Packet</b>   | Central Support-Imaging                    | JK                                     | 3-6           |



## NOTICE OF AWARD

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

|  |  |
|--|--|
| CONTRACT NUMBER<br>C312088001  | CONTRACT TITLE<br>Building Automation Control System Maintenance and Repair Services   |
| AMENDMENT NUMBER<br>Amendment #001   | CONTRACT PERIOD<br>May 1, 2013 through April 30, 2014  |
| REQUISITION NUMBER<br>NR 300 22003000058   | VENDOR NUMBER<br>4808218780 2  |
| CONTRACTOR NAME AND ADDRESS<br>THERMAL COMPONENTS CO<br>1260 NW MAIN ST<br>PO BOX 219<br>LEES SUMMIT MO 64063-0219   | STATE AGENCY'S NAME AND ADDRESS<br>Division of Facilities Management,<br>Design and Construction<br>301 W. High, Room 730<br>Jefferson City MO 65101 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:<br><br>Contract C312088001 is hereby amended pursuant to the attached Amendment #001 dated February 1, 2013. |  |
| BUYER<br>Leslie Kemna  | BUYER CONTACT INFORMATION<br>Email: <a href="mailto:leslie.kemna@oa.mo.gov">leslie.kemna@oa.mo.gov</a><br>Phone: (573) 751-4887 Fax: (573) 526-9816  |
| SIGNATURE OF BUYER<br>  | DATE<br>February 4, 2013   |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT<br> James Miluski       |  |



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

AMENDMENT NO.: 001  
CONTRACT NO.: C312088001

TITLE: Building Automation Control System Maintenance and Repair Services  
ISSUE DATE: 01/18/13

REQ NO.: NR 300 22003000058  
BUYER: Leslie Kemna  
PHONE NO.: (573) 751-4887  
E-MAIL: [leslie.kemna@oa.mo.gov](mailto:leslie.kemna@oa.mo.gov)

TO: THERMAL COMPONENTS CO  
1260 NW MAIN ST  
PO BOX 219  
LEES SUMMIT, MO 64063-0219

RETURN AMENDMENT BY NO LATER THAN: 02/01/13 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: | <a href="mailto:leslie.kemna@oa.mo.gov">leslie.kemna@oa.mo.gov</a>  |
| 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:

Division of Facilities Management,  
Design and Construction  
301 W. High, Room 730  
Jefferson City, MO 65101

SIGNATURE REQUIRED

|   |
|---|
| DOING BUSINESS AS (DBA) NAME<br><b>THERMAL COMPONENTS CO.</b> |
| MAILING ADDRESS<br><b>1260 NW MAIN STREET</b>                 |
| CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, MO. 64063</b>       |

|   |
|---|
| LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br><b>THERMAL COMPONENTS CO.</b> |
| IRS FORM 1099 MAILING ADDRESS<br><b>1260 NW MAIN STREET</b>   |
| CITY, STATE, ZIP CODE<br><b>LEE'S SUMMIT, MO. 64063</b>   |

|  |   |   |  |
|--|---|---|--|
| CONTACT PERSON<br><b>BENJAMIN R. ACKLEY - PRESIDENT</b>  |   | EMAIL ADDRESS<br><b>BACKLEY C THERMALCOMPONENTS.COM</b> |  |
| PHONE NUMBER<br><b>816-607-6138</b>  |   | FAX NUMBER<br><b>816-607-6236</b>                       |  |
| TAXPAYER ID NUMBER (TIN)<br><b>48 082 1878</b>   | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br><input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN)<br><b>4808218780 2</b>         |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><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<br>   |   | DATE<br><b>2-1-2013</b>                                 |  |
| PRINTED NAME<br><b>BENJAMIN R. ACKLEY</b>  |   | TITLE<br><b>PRESIDENT</b>                               |  |

**AMENDMENT #001 TO CONTRACT C312088001**

**CONTRACT TITLE:** Building Automation Control System Maintenance and Repair Services

**CONTRACT PERIOD:** May 1, 2013 through April 30, 2014

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 increases quoted must not exceed the maximum price stated in the contract.

**The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result 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 and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

**NOTE:** 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**

(c/s code 91036)

| <b>CBM ROUTINE SCHEDULED MAINTENANCE and REPAIR SERVICES</b>   |  |  |
|--|--|--|
| All costs associated with providing the required services, <u>including parts/materials/software</u> , shall be included in the stated prices. |  |  |
| Line Item Number   | Description  | 1 <sup>st</sup> Renewal Period<br><i>Firm, Fixed Price</i> |
| 001  | Andover Building Automation System   | \$ <u>2760.00</u> Price Per Month                          |
| 002  | CCTV Equipment and Access Control System (including patient ward AIPHONES and patient emergency call stations) | \$ <u>2050.00</u> Price Per Month                          |

| <b>UNSCHEDULED MAINTENANCE, EMERGENCY SERVICES, AND PARTS/MATERIALS/SOFTWARE</b>                  |   |  |
|---|---|--|
| All costs associated with providing the required services shall be included in the stated prices. |   |  |
| Line Item Number  | Description   | 1 <sup>st</sup> Renewal Period<br><i>Firm, Fixed Price</i> |
| 004   | Overtime Maintenance Services   | \$ <u>97.50</u> Price Per Hour, Per Person                 |
| 005   | Non-Emergency Services  | \$ <u>65.00</u> Price Per Hour, Per Person                 |
| 006   | Emergency Services – Normal Business Hours                            | \$ <u>65.00</u> Price Per Hour, Per Person                 |
| 007   | Emergency Services Before or After Regular Business Hours – Mon.- Fri | \$ <u>97.50</u> Price Per Hour, Per Person                 |
| 008   | Emergency Services – State Observed Holidays and Weekends             | \$ <u>130.00</u> Price Per Hour, Per Person                |
| 009   | Percentage Over Actual Net Cost for Parts/Materials/Software          | 15% - <del>PA</del> 2/1/13                                 |



## **State of Missouri**

# **OFFICE OF ADMINISTRATION**

Division of Purchasing and Materials Management

Contract Amendment Documentation

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



*Missouri*  
DEPARTMENT OF REVENUE  
Taxation Division

**VENDOR NO TAX DUE**

1260 NW MAIN ST  
LEE'S SUMMIT  
MISSOURI 64086

DATE ISSUED: FEBRUARY 1, 2013  
VALID THROUGH: MAY 1, 2013

VENDOR NUMBER: 480821878000  
MISSOURI TAX ID NUMBER: 11280832  
FEDERAL IDENTIFICATION NUMBER: 480821878  
SOCIAL SECURITY NUMBER: XXX-XX-0000

The Missouri Department of Revenue certifies that based on the information provided the above listed vendor and its affiliates are properly registered to collect and pay sales and/or use tax in compliance with Section 34.040.6, RSMo. and has fully filed and paid all tax due, including penalties and interest, or does not owe any sales and/or use tax, according to the records of the Department as of January 31, 2013.

This statement of no sales and/or use tax due is valid for 90 days from the date of issuance. This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

DIRECTOR OF REVENUE OR DELEGATE  
STATE OF MISSOURI

BY:

David J. Zanone  
Manager, Sales/Use Tax

ANS:DU1704

CBF029  
201303200301473

**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
CONTRACT RENEWAL/AMENDMENT  
ROUTING GUIDE**

NR 300 22 003 0000 58

| Action Performed   | Route | Initials | Date    |
|--|-------|----------|---------|
| 1. Initiate Preparation Instructions (If applicable)                     | Buyer | LK       | 1/18/13 |
| Renewal <input checked="" type="checkbox"/> Amendment _____ Admin. _____ |       |          |         |

- (1a) % Increase with Signature Required
- (1b) \$ Increase with Signature Required
- \_\_\_\_ (2) Asking to Extend
- \_\_\_\_ (3) No Increase, Signature not Required
- \_\_\_\_ (4a) % Increase, Bond Required, Signature Required
- \_\_\_\_ (4b) \$ Increase, Bond Required, Signature Required
- \_\_\_\_ (4c) No Increase, Bond Required, Signature Required
- \_\_\_\_ Per Bond \$ \_\_\_\_\_ Sur Bond \$ \_\_\_\_\_
- \_\_\_\_ Other -- See Attached

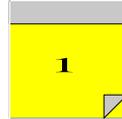
| Increase/Decrease                 | Description |
|-----------------------------------|-------------|
| ( _____ renewal period of _____ ) |             |
| \$ _____ %                        | _____       |
| \$ _____ %                        | _____       |
| \$ _____ %                        | _____       |

|                              |                 |    |         |
|------------------------------|-----------------|----|---------|
| 2. Prepare Renewal/Amendment | Section Support | OT | 1/18/13 |
|------------------------------|-----------------|----|---------|

| <u>HB600</u><br>Follow Up / <u>No Follow up</u> | <u>Blind/Shelter Participation</u><br>Follow Up / No Follow up | <u>M/WBE Participation</u><br>Follow Up / No Follow up |
|---|--|--|
| Date: 1-18                                      |  |  |

Contractor's Email Address: backley@thermalcomponents.com ✓

|   |                 |       |         |
|---|-----------------|-------|---------|
| 3. Approve Renewal/Amendment  | Buyer           | LK    | 1/25/13 |
| aggr: Colleen Hall ✓  | Purch Mgr.      | _____ | _____   |
|   | Section Mgr.    | _____ | _____   |
|   | Assist. Dir.    | _____ | _____   |
| 4. Reproduce and Mail Amendment if signature is required  | Section Support | OT    | 1/22/13 |
| 5. Prepare Award of Renewal/Amendment & Statewide Notice  | Buyer           | LK    | 2/4/13  |
| 6. Type Acceptance Language & Statewide Notice  | Section Support | LK    | 2/4/13  |
| 7. Approve, Sign Award & Statewide Notice   | Buyer           | LK    | 2/4/13  |
|   | Purch Mgr.      | _____ | _____   |
|   | Section Mgr.    | _____ | _____   |
|   | Assist. Dir.    | _____ | _____   |
| 8. Process in SAM II<br>AM <u>PNM 000 59088</u>   | Section Support | OT    | 2/14/13 |
| (8a) <u>M</u> Advise MBE/WBE Report Coordinator of Completed<br>Renewal/Updated Subcontractor Information | Section Support | _____ | _____   |
| 9. Process (Copy and Distribute) Renewal/Amendment  | Section Support | OT    | 2/14/13 |
| 10. Image Document  | Central Support | OT    | 2/22    |



## NOTICE OF AWARD

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

|  |  |
|--|--|
| SOLICITATION NUMBER<br>B3Z12088  | CONTRACT TITLE<br>Building Automation Control System Maintenance and Repair Services   |
| CONTRACT NUMBER<br>C312088001  | CONTRACT PERIOD<br>May 1, 2012 through April 30, 2013  |
| REQUISITION NUMBER<br>NR 300 220020000034  | VENDOR NUMBER<br>4808218780 2  |
| CONTRACTOR NAME AND ADDRESS<br>THERMAL COMPONENTS CO<br>1260 NW MAIN ST<br>PO BOX 219<br>LEES SUMMIT, MO 64063-0219                                    | STATE AGENCY'S NAME AND ADDRESS<br>Division of Facilities Management,<br>Design and Construction<br>301 W. High, Room 730<br>Jefferson City, MO 65101        |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:<br><br>The proposal submitted by Thermal Components in response to B3Z12088 is accepted in its entirety. |  |
| BUYER<br>Rebecca Brinkley  | BUYER CONTACT INFORMATION<br>Email: <a href="mailto:Rebecca.brinkley@oa.mo.gov">Rebecca.brinkley@oa.mo.gov</a><br>Phone: (573) 751- 5341 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER<br><i>Rebecca Brinkley</i>  | DATE<br>4-23-12  |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT<br><br><i>James Miluski</i><br>James Miluski   |  |

Pricing pages can be found on pages 35 and 36.

ORIGINAL



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 1  
RFP NO.: B3Z12088  
TITLE: Building Automation Control System  
Maintenance and Repair Services  
ISSUE DATE: 02/21/12

REQ NO.: NR 300 220020000034  
BUYER: Rebecca Brinkley  
PHONE NO.: (573) 751-5341  
E-MAIL: Rebecca.brinkley@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/16/12 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)  
DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or

(Courier Service)  
DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: May 1, 2012 through April 30, 2013

|  |  |
|--|--|
| DELIVER SUPPLIES/SERVICES FOB (Free On Board)<br>DESTINATION TO THE FOLLOWING ADDRESS:<br><br>Center for Behavioral Medicine<br>1000 East 24 <sup>th</sup> Street, Kansas City, MO 64108<br>And Various Department of Corrections facilities<br>throughout the State of Missouri | STATE AGENCY'S NAME AND ADDRESS:<br><br>Division of Facilities Management,<br>Design and Construction<br>301 W. High, Room 730<br>Jefferson City, MO 65101 |
|--|--|

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror 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 the offeror and the State of Missouri.

SIGNATURE REQUIRED

|  |   |  |  |
|--|---|--|--|
| DOING BUSINESS AS (DBA) NAME<br>Thermal Components Company   |   | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br>Thermal Components Company |  |
| MAILING ADDRESS<br>1260 NW Main Street   |   | IRS FORM 1099 MAILING ADDRESS<br>1260 NW Main Street   |  |
| CITY, STATE, ZIP CODE<br>Lees Summit, MO. 64086  |   | CITY, STATE, ZIP CODE<br>Lees Summit, MO. 64086  |  |
| CONTACT PERSON<br>Ben Ackley   |   | EMAIL ADDRESS<br>backley@thermalcomponents.com   |  |
| PHONE NUMBER<br>816-607-6200   |   | FAX NUMBER<br>816-607-6236   |  |
| TAXPAYER ID NUMBER (TIN)<br>48-082-1878  | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br><input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN)<br>MO# 11280832 4809218780  |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><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<br>   |   | DATE<br>03-16-2012   |  |
| PRINTED NAME<br>Benjamin R. Ackley   |   | TITLE<br>President   |  |

**AMENDMENT #1 to RFP B3Z12088**

**TITLE:** Building Automation Control System Maintenance and Repair Services

**CONTRACT PERIOD:** May 1, 2012 through April 30, 2013

RFP B3Z12088 is hereby revised as follows:

1. The following paragraphs in the RFP contain changes:

Destination Table on Cover Page is revised

2.2.2a is added

2.2.9 is revised

2.2.10 is revised

2.3.3 is revised

2.3.3b is revised

2.3.4a is revised

2.3.4d is revised

2.3.5 is revised

2.6.5 is revised

2.6.6 is revised

3.4.2 is revised

4.1 Pricing Table is revised

2. Exhibit C is revised.

ORIGINAL



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z12088  
TITLE: Building Automation Control System  
Maintenance and Repair Services  
ISSUE DATE: 01/24/12

REQ NO.: NR 300 220020000034  
BUYER: Rebecca Brinkley  
PHONE NO.: (573) 751-5341  
E-MAIL: Rebecca.brinkley@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/16/12 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) DPMM or (Courier Service) DPMM  
PO BOX 809 301 WEST HIGH STREET, RM 630  
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: May 1, 2012 through April 30, 2013

TABLE REVISED PER AMENDMENT #1

|  |  |
|--|--|
| DELIVER SUPPLIES/SERVICES FOB (Free On Board)<br>DESTINATION TO THE FOLLOWING ADDRESS:<br><br>Center for Behavioral Medicine<br>1000 East 24 <sup>th</sup> Street, Kansas City, MO 64108<br>And Various Department of Corrections facilities<br>throughout the State of Missouri | STATE AGENCY'S NAME AND ADDRESS:<br><br>Division of Facilities Management,<br>Design and Construction<br>301 W. High, Room 730<br>Jefferson City, MO 65101 |
|--|--|

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/01/11). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror 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 the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

|  |   |  |  |
|--|---|--|--|
| DOING BUSINESS AS (DBA) NAME<br>Thermal Components Company   |   | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br>Thermal Components Company |  |
| MAILING ADDRESS<br>1260 NW Main Street   |   | IRS FORM 1099 MAILING ADDRESS<br>1260 NW Main Street   |  |
| CITY, STATE, ZIP CODE<br>Lees Summit, MO. 64086  |   | CITY, STATE, ZIP CODE<br>Lees Summit, MO. 64086  |  |
| CONTACT PERSON<br>Ben Ackley   |   | EMAIL ADDRESS<br>backley@thermalcomponents.com   |  |
| PHONE NUMBER<br>816-607-6200   |   | FAX NUMBER<br>816-607-6236   |  |
| TAXPAYER ID NUMBER (TIN)<br>48-082-1878  | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br><input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN)<br>MO# 11280832   |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><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<br>   |   | DATE<br>03-16-2012   |  |
| PRINTED NAME<br>Benjamin R. Ackley   |   | TITLE<br>President   |  |

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of Building Automation Control System Maintenance Services on installed Andover Building Automation Systems, Closed Circuit Television (CCTV) Equipment and Access Control Systems (hereinafter referred to as "building systems" as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Pages
- 5) Exhibits A - I
- 6) Terms and Conditions

**1.2 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on Thursday, February 16, 2012, at 10:00 a.m., in Room 500 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.**

1.2.1 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP.

1.2.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

### **1.3 Inspection of Building Systems:**

1.3.1 Potential offerors should inspect each facility's building systems prior to proposal submission to examine and assess the facilities' building systems and any other existing condition, factor, or item that may affect or impact the performance of service described and required by the Contractual Requirements.

- 1.3.2 The offeror must contact each facility's head of maintenance, designated plant maintenance engineer, or maintenance supervisor for each facility indicated below to schedule the inspection of the facility's building systems.
- The offeror must provide at least 72 hours advance notice of the offeror's desire to inspect the building systems.
  - The offeror is strongly encouraged to advise each facility's head of maintenance, designated plant maintenance engineer, or maintenance of any special accommodations needed for disabled personnel who will be attending the inspection so that these accommodations can be made.
  - The offeror must be prepared to provide the facility's head of maintenance, designated plant maintenance engineer, or maintenance supervisor with the name, social security number, state of residence, and date of birth for the person(s) conducting the inspections for security clearance purposes.
  - The offeror must obtain prior authorization from the facility's head of maintenance, designated plant maintenance engineer, or maintenance supervisor if the offeror is anticipating the use of camera equipment during the inspection of the building systems.
  - A record of those potential offerors conducting an inspection will be maintained for verification purposes.
  - The contact information is as follows:

| Name of Facility                                 | Address  | Contact Name  | Contact Number         |
|--|--|---------------|------------------------|
| Center for Behavioral Medicine                   | 1000 E. 24 <sup>th</sup> Street, Kansas City, MO | Rick Willig   | 816-512-7111           |
| Crossroads Correctional Center                   | 1115 E. Pence Road, Cameron, MO                  | Dennis Toney  | 816-632-2727, ext 1370 |
| Western Missouri Correctional Center             | 609 E. Pence Road, Cameron, MO                   | Randy Eaton   | 816-632-1390           |
| South Central Correctional Center                | 255 W. Highway 32, Licking, MO                   | Leland Miller | 573-674 4470, ext 1703 |
| Western Reception Diagnostic Correctional Center | 3401 Faraon Street, St. Joseph, MO               | Paul Vey      | 816-387-2158, ext 1301 |
| Kansas City Community Release Center             | 651 Mulberry Street, Kansas City, MO             | Matt Hursman  | 816-842-7467, ext 237  |

- 1.3.3 The offeror is advised that during the inspection, only those questions pertaining to the inspection shall be addressed. All questions regarding this Request for Proposal (RFP), the requirements of the facilities' building systems maintenance services, and/or the competitive procurement process **MUST** be directed to Rebecca Brinkley of the Division of Purchasing and Materials Management at (573) 751-5341 or: [rebecca.brinkley@oa.mo.gov](mailto:rebecca.brinkley@oa.mo.gov).

#### 1.4 Background Information:

- 1.4.1 A previous contract has existed for the services being obtained via this RFP. A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z08130 or the contract number C308130001 when searching for these documents.

- 1.4.2 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements:

2.1.1 The contractor shall provide Building Automation Control System Maintenance and Repair Services for the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as the "state agency.") in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency to ensure continued and uninterrupted operation of the building systems identified herein installed at various facilities throughout the state.

- a. The contractor shall provide routine scheduled maintenance and repair services, as well as non-emergency and emergency services, including parts/materials/software, on the building systems consisting of the Andover Building Automation System, all CCTV Equipment and the Access Control System, including patient ward AIPHONES and patient emergency call stations located at the Center for Behavioral Medicine (hereinafter referred to as CBM), formerly known as the Western Missouri Mental Health Center, 1000 E. 24<sup>th</sup> Street, Kansas City, Missouri.
- b. The contractor shall provide non-emergency and emergency services, on an as needed, if needed basis, as requested by the state agency on the building system consisting of the Andover Building Automation System at the Department of Corrections (DOC) facilities listed below.
  - 1) Crossroads Correctional Center, 1115 E. Pence Road, Cameron, MO 64429
  - 2) Western Missouri Correctional Center, 609 E. Pence Road, Cameron, MO 64429
  - 3) South Central Correctional Center, 255 W. Highway 32, Licking, MO 65542
  - 4) Western Reception Diagnostic Correctional Center, 3401 Faraon Street, St. Joseph, MO 64506
  - 5) Kansas City Community Release Center, 651 Mulberry Street, Kansas City, MO 64101

2.1.2 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and further agrees that the State of Missouri may secure identical and/or similar services from other sources at anytime in conjunction with, or in replacement of, the contractor's services.

2.1.3 The contractor shall agree and understand that the state agency may add or delete buildings that have installed Andover Building Automation System, CCTV Equipment and the Access Control System, including patient ward AIPHONES and patient emergency call stations at any time during the term of the contract.

- a. Any added or deleted buildings for which the contractor shall provide services shall be made by an amendment to the contract issued by the Division of Purchasing and Materials Management at least 30 days prior to the contractor beginning/discontinuing services at the additional/deleted building.
- b. Immediately following receipt of the written notification of an additional building, the contractor shall notify the state agency if the contractor is not able to provide services for the identified building.

### 2.2 Performance Requirements:

2.2.1 The contractor shall provide services Monday through Friday, excluding Missouri State holidays, during the hours specified below, unless otherwise approved by the state agency.

- a. The contractor shall provide services for the CBM between the normal business hours of 7:00 a.m. and 3:30 p.m.

- b. The contractor shall provide services for the DOC facilities between the normal business hours of 7:00 a.m. and 4:00 p.m.
- c. Any services performed prior to or after normal business hours shall be considered overtime. No overtime work shall be performed without prior approval by the state agency.
- d. The contractor shall agree and understand that the actual number of hours worked shall begin upon arrival at the facility and end upon departing from the facility.
- e. The contractor shall observe the same holiday schedule as the state agency.

2.2.2 The contractor shall provide a means for being contacted by the state agency on a twenty-four (24) hour, seven (7) day per week basis, such as a commercial paging service, cell phone, or customer call center.

**PARAGRAPH ADDED PER AMENDMENT #1**

- a. The contractor shall provide contact information for a primary service technician to respond to the state agency on an as needed, if needed basis.

2.2.3 The contractor shall obtain the state agency's approval prior to the performance of services.

2.2.4 The contractor shall perform services in a timely manner, as agreed upon by the state agency.

2.2.5 The state agency reserves the right to observe and witness any and all work performed by the contractor at the state agency's discretion.

2.2.6 The contractor will maintain an inventory of regularly used parts and loaner equipment for the building systems as back-up to reduce down time in anticipation of future repairs and maintenance.

2.2.7 The contractor shall provide new parts/materials for the maintenance and/or repair of the building systems, except as identified elsewhere or with the state agency's approval.

2.2.8 For services performed for the DOC facilities, the contractor shall provide any optional system enhancements in software or hardware based upon the actual net cost of the parts/material/software plus the firm, fixed percentage over actual net cost stated for parts/materials/software on the Pricing Page.

**PARAGRAPH REVISED PER AMENDMENT #1**

2.2.9 For services performed for the CBM, the contractor shall provide, at no additional cost to the state agency, any software modifications/enhancements/upgrades necessary to maintain optimal performance in the Andover Building Automation System, the CCTV system and Access Control system(s). The contractor shall install software modifications/enhancements/upgrades on each of the appropriate system's computer terminal.

**PARAGRAPH REVISED PER AMENDMENT #1**

2.2.10 The contractor shall guarantee all services, parts/materials, and labor, etc., for a minimum period of one (1) year from date of installation and/or performance of service. In addition, the contractor shall honor/administer any guarantee period as may be provided by the manufacturer.

2.2.11 The contractor will process and administer all warranties on parts/materials/software covered by the contract.

2.2.12 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

**2.3 Routine Scheduled Maintenance and Repair – CBM:**

- 2.3.1 On a quarterly basis, the contractor shall schedule contract performance meetings with the state agency to discuss and resolve any service issues. The contractor and the state agency shall mutually agree upon a plan of action for resolving any service issues. The contractor and the state agency shall monitor the plan of action for completion and reporting resolution progress.
- 2.3.2 For a minimum of four (4) hours per week from mid-October through mid-April, and a minimum of eight (8) hours per week from mid-April through mid-October, the contractor shall provide routine scheduled maintenance and repair on the Andover Building Automation System consisting of on-site technical support to include, but not be limited to, checking batteries and system voltages, facility space temperature management, system controllers, sequences of operation, modification of operating programs, sensor calibration and/or replacement, facility staff training, necessary seasonal changeover adjustments and fine tuning etc. to ensure continued and uninterrupted optimal system performance.

**PARAGRAPH REVISED PER AMENDMENT #1**

- 2.3.3 The contractor shall provide up to four (4), half-day training sessions annually as requested by the state agency on the proper operation of the Andover Building Automation System at no cost to the state agency. However, the contractor shall perform additional maintenance on the Andover Building Automation System in lieu of any portion of the four (4), half-day training sessions upon the request by the state agency.
- a. The contractor shall provide all training materials to the CBM personnel.

**PARAGRAPH REVISED PER AMENDMENT #1**

- b. All training materials shall remain the property of the state agency.
- 2.3.4 The contractor shall perform system inspections and preventive maintenance on the CCTV Equipment and Access Control System as follows:

**PARAGRAPH REVISED PER AMENDMENT #1**

- a. For twelve (12) hours during a three (3) week period as agreed to by the state agency, perform routine preventive maintenance; and for eight (8) hours once per month, comprehensive system diagnostic analysis to determine the current operating condition and operating efficiency of the equipment and systems.
- b. At least once per month, review all camera views from the security office dispatch center to determine what cameras require service and/or cleaning. Cameras determined to require service and/or cleaning shall be serviced and/or cleaned at the next scheduled weekly preventive maintenance service visit and shall be functionally tested to ensure proper operation.
- c. At least once per quarter, service and clean all cameras, clean all work station computer terminals on site, install any available system software upgrades, thoroughly inspect and functionally test all Matrix switches in the Security office dispatch center.

**PARAGRAPH REVISED PER AMENDMENT #1**

- d. At least once per year, the contractor shall clean and service all time-lapse recording systems. The contractor shall furnish and install a like or better temporary unit during cleaning and servicing to avoid any recording system downtime.

**PARAGRAPH REVISED PER AMENDMENT #1**

2.3.5 The contractor shall agree and understand that the state agency security personnel shall regularly test all emergency call stations and shall immediately notify contractor of any deficiencies. The contractor shall respond to the CBM within four (4) hours to repair or replace emergency call stations as needed.

**2.4 Non-Emergency Service Requirements:**

2.4.1 Non-emergency service shall be deemed to mean any service requested by the state agency to prompt repairs or provide maintenance services not included in the routine scheduled maintenance and repair service.

2.4.2 The contractor shall provide non-emergency services on CCTV Equipment, Access Control Systems and Andover Building Automation Systems as determined necessary by, and at the request of, the state agency.

2.4.3 The contractor shall provide non-emergency services within a twenty-four (24) hour period after the contractor receives authorization to proceed from the state agency.

2.4.4 The contractor shall perform non-emergency services during normal business hours from 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding Missouri State holidays.

2.4.5 The contractor shall provide the state agency with a guaranteed total not to exceed price, including an itemized listing of all parts/ materials/software, for requested non-emergency services prior to beginning any work and within five (5) working days of receipt of the state agency's request. Such guaranteed not to exceed total price shall be computed using the firm, fixed per hour price and, firm fixed percentages for parts/materials/software for contractor and non-contractor parts as stated on the Pricing Page.

**2.5 Emergency Service Requirements:**

2.5.1 Emergency service shall be deemed to mean an immediate need of service requested by the state agency to prompt needed repairs seven (7) days a week, 24 hours a day, including Missouri State holidays.

2.5.2 The contractor shall provide emergency services as determined necessary by, and at the request of, the state agency.

2.5.3 The contractor shall respond to requests for emergency service from the state agency within thirty (30) minutes of receiving contact by the state agency.

2.5.4 The contractor shall arrive on site to provide emergency services within four (4) hours from the time of contact from the state agency, or as otherwise deemed necessary by the state agency.

**2.6 Personnel Requirements:**

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

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

2.6.3 The contractor's personnel shall wear an article of clothing identifying the contractor or a subcontractor, and have a picture ID tag visible at all times.

2.6.4 The contractor's personnel shall be issued a Contractor Badge from the state agency. The contractor's personnel shall wear the Contractor Badge at all times while working on the state agency's premises.

**PARAGRAPH REVISED PER AMENDMENT #1**

2.6.5 The contractor's service personnel shall log in and out of the state agency's security department for each visit to the state agency's facility.

**PARAGRAPH REVISED PER AMENDMENT #1**

2.6.6 The contractor's service personnel shall report to the designated state agency representative's office upon arrival at each facility.

2.6.7 The contractor and each of the contractor's service personnel assigned to the contract must have an annual security clearance approved by the state agency in order to provide service under the contract.

- a. On an annual basis and at the contractor's expense, the contractor must obtain a current criminal record check dated within the previous thirty (30) days from the Missouri State Highway Patrol.
- b. By no later than fifteen (15) days after notification of award of the contract, the contractor shall provide the state agency with a copy of the security clearance information obtained from the Missouri State Highway Patrol for each service personnel assigned to the contract.
- c. For each new service personnel assigned to provide services, the contractor must provide the state agency with an approved security clearance prior to such person providing service in the buildings.
- d. The state agency shall have the right to deny access to the buildings to any of the contractor's service personnel for any reason.

**2.7 Reporting Requirements:**

2.7.1 The contractor shall maintain a log book to record the service requests and services performed. The log book will be kept at the state agency and copies may be kept by the contractor. Procedures for the use of the log book shall be mutually agreed on by the state agency and the contractor and adopted to maintain uniformity, and to the sole satisfaction of the state agency.

2.7.2 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues that arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.
- b. The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure

the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

## **2.8 Invoicing and Payment Requirements:**

- 2.8.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. 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>
- 2.8.2 Invoicing – The contractor shall submit a monthly invoice itemizing services provided, including parts and/or materials for the DOC facilities. The invoice must be submitted to the “bill to” address on the purchase order.
- 2.8.1 Payments – Upon the state agency's approval of the services and invoices submitted by the contractor, the contractor shall be paid in accordance with the prices stated on the Pricing Page as follows:
- a. Routine Scheduled Maintenance and Repairs for the CBM - Upon successful completion and approval of routine scheduled maintenance and repair services provided on the Andover Building Automation System, the CCTV Equipment and the Access Control System (including patient ward AIPHONES and patient emergency call stations), the contractor shall be paid the applicable firm, fixed price per month as stated on the Pricing Page.
  - b. Overtime – Upon successful completion and approval of routine scheduled maintenance and repair services provided during hours other than the regular business hours, the contractor shall be paid the firm, fixed price per hour, per person as stated on the Pricing Page.
  - c. Non-emergency and Emergency Services - Regular Business Hours – Upon successful completion and approval of non-emergency and emergency services provided during regular business hours, the contractor shall be paid the applicable firm, fixed price per hour, per person stated on the Pricing Page for the actual number of hours worked.
  - d. Emergency Services – Before or After Regular Business Hours – Upon successful completion and approval of emergency services provided before or after regular business hours, the contractor shall be paid the applicable firm, fixed price per hour, per person stated on the Pricing Page for the actual number of hours worked.
  - e. Emergency Services – State Observed Holidays and/or Weekends - Upon successful completion and approval of emergency services provided on state observed holidays and/or weekends, the contractor shall be paid the applicable firm, fixed price per hour, per person stated on the Pricing Page for the actual number of hours worked.
  - f. Parts/Materials/Software - The contractor shall be paid for parts/materials/software needed for the performance of Building Automation Control System Maintenance and Repair Services at the DOC

facilities based upon the actual net cost of the parts/ materials/software and the firm, fixed percentage over net cost stated for parts/materials/software on the Pricing Page. The contractor shall be paid for the cost for parts/materials/software for the CBM as part of the firm, fixed price per month as stated on the Pricing Page for the Routine Scheduled Maintenance Services.

2.8.2 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

2.8.3 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## 2.9 Other Contractual Requirements:

2.9.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

a. 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.

b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

c. 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 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.

2.9.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). 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 three (3) 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 the renewal period, pursuant to applicable option clauses of this document.

2.9.3 Renewal Periods - 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 price for the applicable renewal period stated on the Pricing Page of the contract.

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

b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding

does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.9.4 Termination - 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.

2.9.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.

2.9.6 Contractor Liability - 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.

- a. 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.
- b. 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.
- c. 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.

2.9.7 Insurance - 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 have 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. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing

mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement naming the State of Missouri as an additional insured/loss payee, endorsement by representatives of the insurance company, etc.
- b. In the event any insurance coverage is canceled, the state agency must be notified immediately.

2.9.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.9.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.9.10 Authorized Personnel:

- a. 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.
- b. 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.

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

2.9.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for 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.

2.9.12 Coordination - 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.

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

2.9.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

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

#### 2.9.15 Contractor Equipment Use:

- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

#### 2.9.16 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall

have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

2.10 **Federal Funds Requirements** - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

2.10.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.

2.10.2 **Steven's Amendment** - 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. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.10.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

2.10.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

- 2.10.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.10.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.10.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.10.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.10.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - i. Missouri Governor's E.O. #05-30; and
  - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

## **2.11 Business Associate Provisions:**

- 2.11.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms

defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
  - 3) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
  - 5) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - 6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - 7) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
  - 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
  - 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

#### 2.11.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

#### 2.11.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
  - 3) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
  - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
  - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the

use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.

- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial

action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
  - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
  - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

#### 2.11.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 2.11.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 2.11.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

### 3. PROPOSAL SUBMISSION INFORMATION

#### 3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.

b. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

- 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

**3.2 Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

**3.3 Evaluation and Award Process:**

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

- a. Cost..... 90 points
- b. Experience, Reliability, Expertise of Personnel, and Method of Performance..... 100 points
- c. MBE/WBE Participation ..... 10 points

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

**3.4 Evaluation of Cost:**

3.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

**PARAGRAPH REVISED PER AMENDMENT #1**

3.4.2 Objective Evaluation of Cost –The objective evaluation of cost shall be based upon the sum of the monthly cost of Routine Scheduled Maintenance and Repair Services of the Andover Building Automation System, plus the CCTV Equipment and the Access Control System (including patient ward

AIPHONES and patient emergency call stations) for the CBM for twelve (12) months; ten (10) hours of overtime, twenty (20) hours each of Non-emergency and Emergency Services during regular business hours, ten (10) hours each of Emergency Services before and after regular business hours, ten (10) hours of Emergency Services during state observed holidays and/or weekends; and the amount derived by multiplying \$10,000 net cost of parts/materials/software by the percentage over net cost of parts/materials/software. The \$10,000 net cost of parts/materials/software shall not be included in the cost evaluation.

- a. The evaluation of cost will include the original and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (90)} = \text{Assigned Cost Points}$$

- c. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

### 3.5 Evaluation of Offeror's Experience, Reliability, Expertise, and Method of Performance:

3.5.1 Experience and reliability of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

- a. Offeror Information - The offeror should provide information about the offeror's organization on **Exhibit A**.
- b. Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on **Exhibit B** or in a similar manner.
  - 1) If information about current and/or previous experiences is not identified in the proposal or a sufficient number of experiences are not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request. However, the offeror is cautioned that failure to submit the necessary information may have an adverse impact on the subjective evaluation of the offeror's proposal and the State of Missouri is under no obligation to request the information.
  - 2) As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror. The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

- c. Personnel Expertise - The offeror should utilize **Exhibit C** for summarizing the personnel information for proposed key personnel and may also include submit resumes with additional information.
  - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this document.
  - 2) Information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- d. Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- e. Licenses - The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.5.2 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. **Exhibit D** is provided for the offeror's use in providing information about the proposed method of performance. In addition, the offeror should provide the following:

- a. Staffing Plan/Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
- b. Economic Advantage to Missouri - The offeror should address the following:
  - 1) Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
  - 2) Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - 3) Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

### **3.6 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**

3.6.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.6.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{matrix} \text{Maximum} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{Evaluation points} \\ \text{(10)} \end{matrix} = \begin{matrix} \text{Assigned} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{points} \end{matrix}$$

3.6.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit E**, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which:

(1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO).

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.6.5 Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on **Exhibit E**, Participation Commitment, shall be interpreted as a contractual requirement.

3.6.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.6.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)  
Harry S Truman Bldg., Room 630  
P.O. Box 809  
Jefferson City, MO 65102-0809  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://oa.mo.gov/o eo/>

### 3.7 Miscellaneous Submittal Information:

3.7.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
  - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or

supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
  - Participation Commitment - The offeror must complete **Exhibit E**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop). If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.desc.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:  
<http://www.lhindustries.com> and <http://www.alphapointe.org>
- d. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on **Exhibit E**, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.2 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE. (See below for a definition of a qualified SDVE.)

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
  - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:
    - Participation Commitment - The offeror must complete **Exhibit E**, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
    - Documentation of Intent to Participate - The offeror must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein. If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- NOTE: If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs. [www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)
- b. Commitment - If the offeror's proposal is awarded, the SDVE participation committed to by the offeror on **Exhibit E**, Participation Commitment shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
- 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
  - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;



- 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- 3.7.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror'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 offeror should complete applicable portions of **Exhibit G**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit G** must be submitted prior to an award of a contract.
- 3.7.4 Debarment Certification - The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror 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 offeror should complete and return the attached certification regarding debarment, etc., **Exhibit H** with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.7.5 The offeror should complete and submit **Exhibit I**, Miscellaneous Information.
- 3.7.6 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror 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 offeror 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 not necessarily be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

The offeror shall provide a firm, fixed price for each of the following for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. (c/s code 91036)

## PRICING TABLE REVISED PER AMENDMENT #1

**CBM ROUTINE SCHEDULED MAINTENANCE and REPAIR SERVICES**

All costs associated with providing the required services, including parts/materials/software, shall be included in the stated prices.

| Line Item Number | Description  | Original Contract Period,<br><i>Firm, Fixed Price</i> | 1 <sup>st</sup> Renewal Period<br><i>Maximum Price</i> | 2 <sup>nd</sup> Renewal Period<br><i>Maximum Price</i> | 3 <sup>rd</sup> Renewal Period<br><i>Maximum Price</i> |
|------------------|--|---|--|--|--|
| 001              | Andover Building Automation System   | \$2,760.00<br>Price Per Month                         | \$2,870.00<br>Price Per Month                          | \$2,985.00<br>Price Per Month                          | \$3,105.00<br>Price Per Month                          |
| 002              | CCTV Equipment and Access Control System (including patient ward AIPHONES and patient emergency call stations) | \$2,050.00<br>Price Per Month                         | \$2,135.00<br>Price Per Month                          | \$2,222.00<br>Price Per Month                          | \$2,305.00<br>Price Per Month                          |
| 003              | <b>DELETED PER AMENDMENT #1</b>  |   |  |  |  |

**UNSCHEDULED MAINTENANCE, EMERGENCY SERVICES, AND PARTS/MATERIALS/SOFTWARE**

All costs associated with providing the required services shall be included in the stated prices.

| Line Item Number | Description                                | Original Contract Period,<br><i>Firm, Fixed Price</i> | 1 <sup>st</sup> Renewal Period<br><i>Maximum Price</i> | 2 <sup>nd</sup> Renewal Period<br><i>Maximum Price</i> | 3 <sup>rd</sup> Renewal Period<br><i>Maximum Price</i> |
|------------------|--|---|--|--|--|
| 004              | Overtime Maintenance Services              | \$97.50<br>Price Per Hour,<br>Per Person              | \$101.50<br>Price Per Hour,<br>Per Person              | \$105.50<br>Price Per Hour,<br>Per Person              | \$110.00<br>Price Per Hour,<br>Per Person              |
| 005              | Non-Emergency Services                     | \$65.00<br>Price Per Hour,<br>Per Person              | \$67.50<br>Price Per Hour,<br>Per Person               | \$70.50<br>Price Per Hour,<br>Per Person               | \$73.50<br>Price Per Hour,<br>Per Person               |
| 006              | Emergency Services – Normal Business Hours | \$65.00<br>Price Per Hour,<br>Per Person              | \$67.50<br>Price Per Hour,<br>Per Person               | \$70.50<br>Price Per Hour,<br>Per Person               | \$73.50<br>Price Per Hour,<br>Per Person               |

| Line Item Number | Description  | Original Contract Period,<br><i>Firm, Fixed Price</i> | 1 <sup>st</sup> Renewal Period<br><i>Maximum Price</i> | 2 <sup>nd</sup> Renewal Period<br><i>Maximum Price</i> | 3 <sup>rd</sup> Renewal Period<br><i>Maximum Price</i> |
|------------------|--|---|--|--|--|
| 007              | Emergency Services Before or After Regular Business Hours – Mon.-Fri | \$97.50<br>Price Per Hour,<br>Per Person              | \$101.50<br>Price Per Hour,<br>Per Person              | \$105.50<br>Price Per Hour,<br>Per Person              | \$110.00<br>Price Per Hour,<br>Per Person              |
| 008              | Emergency Services – State Observed Holidays and Weekends            | \$130.00<br>Price Per Hour,<br>Per Person             | \$135.00<br>Price Per Hour,<br>Per Person              | \$140.00<br>Price Per Hour,<br>Per Person              | \$145.00<br>Price Per Hour,<br>Per Person              |
| 009              | Percentage Over Actual Net Cost for Parts/Materials/Software         | % 15.00   |  |  |  |

**EXHIBIT A****OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

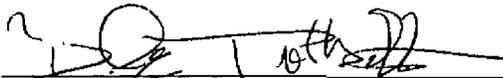
- a. Provide a brief company history, including the founding date and number of years in business as currently constituted. Thermal Components Co. founded in 1973 as HVAC/Controls manufacturer's representative for HVAC and Temperature Controls products. Thermal Components Co. entered into the security side of business in 1991 with TAC-Andover and Card Access products, Pelco representative in 1997 with over 15 years of security experience.
- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any. Manufacturer's representative for HVAC products (Daiken, McQuay, TAC-Andover) and Security products (TAC-Andover, Continuum, Pelco, DigitalSentry, HID). Installation and service of HVAC and Security systems. Website: <http://www.thermalcomponents.com>
- c. Provide a list of and a short summary of information regarding the offeror's current contracts/clients. Chesley Brown International/Highwoods Properties – Complete Security PM for entire Plaza area in Kansas City- Weekly Visits. Center for Behavioral Medicine - Complete Security/HVAC PM with Weekly Visits. Lafayette County Law Enforcement Center - Complete Security PM – 8 Hours Monthly.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years. Barton County Detention Facility – Regained Security PM Contract in 2011 from competitor (ACS) after holding contract for 4 years prior to 2010. Contract reawarded to Thermal Components Co. for failure to perform by ACS.
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc. Thermal Components Co. is currently a corporation with 54% ESOP (employees) and 46% owned by Ben Ackley – President, Brandon Ackley is VP of Sales, Kevyn Gordon is VP of Marketing.

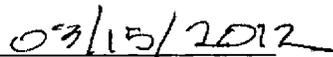
**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

|   |   |
|---|---|
| <b>Offeror Name or Subcontractor Name:</b> <u>Thermal Components Co.</u>  |   |
| <b>Reference Information (Current/Prior Services Performed For:)</b>  |   |
| <b>Name of Reference Company:</b>   | Center For Behavioral Medicine  |
| <b>Address of Reference Company</b><br><input checked="" type="checkbox"/> Street Address<br><input checked="" type="checkbox"/> City, State, Zip   | 1000 E. 24 <sup>th</sup> St. Kansas City, MO. 64108   |
| <b>Reference Contact Person Information:</b><br><input checked="" type="checkbox"/> Name<br><input checked="" type="checkbox"/> Phone #<br><input checked="" type="checkbox"/> E-mail Address | Dale Talbott<br>816-512-7537<br>Dale.Talbott@dmh.mo.gov   |
| <b>Dates of Services:</b>   | 5/1/2011 thru 4/30/2012 – 7 <sup>th</sup> Year of Contract  |
| <b>If service/contract has terminated, specify reason:</b>  | Request for Bid for 5/1/2012 thru 4/30/2013   |
| <b>Dollar Value of Services</b>   | \$49,620.00   |
| <b>Description of Services Performed</b>  | PM Maintenance Inspections for HVAC and Security Services. HVAC: 4-8 Hours per Week and Security: 8 hours every other week. |

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

  
Dale Talbott  
*Signature of Person Verifying Information*

  
Date of Signature

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

|  |  |
|--|--|
| <b>Offeror Name or Subcontractor Name:</b> <u>Thermal Components Co.</u>         |  |
| <b>Reference Information (Current/Prior Services Performed For:)</b>             |  |
| Name of Reference Company:   | Chesley Brown International  |
| Address of Reference Company<br>✓ Street Address<br>✓ City, State, Zip           | 420 Ward Parkway - Suite 200<br>Kansas City, MO. 64112   |
| Reference Contact Person Information:<br>✓ Name<br>✓ Phone #<br>✓ E-mail Address | Larry O'Brien<br>816-960-6221<br>larryobrien@chesleybrown.com  |
| Dates of Services:   | 1/1/2012 thru 12/31/2012 – 8 <sup>th</sup> Year of Contract  |
| If service/contract has terminated, specify reason:                              | Contract Current   |
| Dollar Value of Services   | \$30,240.00  |
| Description of Services Performed  | PM Maintenance Inspections for Security Services. 8 Hours Per Week.<br>Cameras, Access Control, Call Stations, CCTV and DVR – Plaza Area |

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

  
 \_\_\_\_\_  
 Larry O'Brien  
*Signature of Person Verifying Information*

3/15/12  
 \_\_\_\_\_  
*Date of Signature*

# Project Profile

## Andover Controls Selected for *Sprint's* World Class Telecommunications Facilities



"With the Andover system, we have eyes and ears at every central office switching site that never sleep."

—Margaret Pitts  
Manager, Building Management Control Center (BMCC), Sprint

When *Sprint* called, Andover answered and provided this worldwide leader in telecommunications with the solution to their critical information requirements for central monitoring and control of their building systems across the United States. The *Sprint* project, done under a working partnership agreement with Andover Controls' Global Accounts Program, showcases Andover Controls' state-of-the-art communication capabilities utilizing *Sprint's* own network infrastructure for TCP/IP communications.

With the Andover system, front-end workstation operators based in *Sprint's* Kansas City Building Management Control Center (BMCC) are centrally monitoring and controlling numerous *Sprint* central office switching sites and Point-of-Presence (POP) sites located nationwide. These facilities house vital and highly sophisticated telecommunications switching equipment that must be maintained in a carefully controlled and secure environment. HVAC primary and back-up equipment, power monitoring, emergency generator and transfer switch status, underground fuel tanks, fire suppression and detection systems, and door monitoring are all under the control of Andover network controllers. T1 network communications between these central office switching sites and Kansas City provides workstation operators with instantaneous alarming and immediate access to critical real-time information. As a result, BMCC personnel can respond *immediately* to emergency situations that could potentially interrupt service to *Sprint* customers. The Andover system also allows BMCC personnel to coordinate service calls with preventative maintenance schedules, thereby reducing *Sprint's* technician call-out costs.

According to Margaret Pitts, Manager of *Sprint's* BMCC, "With the Andover system, we have eyes and ears at every central office switching site that never sleep."

Andover's in-house Global Engineered Services Group developed a custom user-friendly interface through the Andover front-end that provides BMCC personnel with alarm notification and easy access to critical information. After factory training, BMCC now maintains and enhances the system to meet their needs.

Key to securing the *Sprint* agreement was Andover's proven and extensive experience integrating alarm monitoring with HVAC control and security management for numerous telecommunications companies, including Verizon, SBC, and others.

# Andover Controls

Andover's Global Accounts Program was developed to meet the needs of large customer accounts that have multiple sites and/or buildings extending beyond a single regional territory. Under this program, Andover's Global Accounts Manager provides a single point of contact for *Sprint* to ensure they receive the full range of support services, including direct factory support, preferred product pricing, and training; and that *standardization* throughout each *Sprint*/Andover installation is maintained nationwide.

Margaret Pitts sums up the Andover/*Sprint* partnership this way: "*Sprint* wants the best state-of-the-art environmental monitoring and control system in the telecommunications industry. Our buildings and our networks deserve it. But most of all, our customers' protection *demands* it. We needed a system as sophisticated as the facilities it manages. *Sprint* has long range goals—we feel Andover Controls can meet our needs when we get there."

Andover Facility Automation Representative Ben Ackley of *Thermal Components*, Mission, Kansas, who acts as project coordinator for *Sprint* installations nationwide, states, "The sophistication of Andover's WAN technology allows us to create a transparent communications architecture over *Sprint's* network infrastructure. This means that all future sites can be easily connected to provide a single integrated solution for critical alarm monitoring at *Sprint's* BMCC. In addition, any remote sites without network connectivity can be easily integrated into the Andover architecture via modem."

**Andover Controls Corporation**  
**World Headquarters**  
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 Tel: +1 978 470 0555 • Fax: +1 978 470 0946  
<http://www.andovercontrols.com>

**Andover Controls Ltd.**  
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 Am Seerhein 8  
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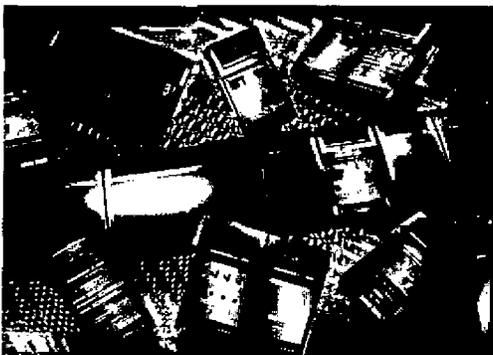
**Andover Control S.A.**  
 Immeuble Dolomites 2  
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**Andover Controls Corporation**  
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**Andover Controls Mexico**  
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\*Products referenced are registered trademarks of their respective manufacturers.  
**#PTE-SPRINT-D**



## PROJECT AT A GLANCE:

**Project Type:**  
 Integrated

**Project Name:**  
*Sprint*

**Location:**  
 National

**Market Segment:**  
 Telecommunications

**Number Of Buildings:**  
 100 Sites

**Total Square Feet:**  
 2,000,000 (12 to 30 sq. ft/bldg)

**Andover Equipment Installed:**  
 40 - NetControllers  
 17 - CyberStations  
 22 - CX 9200 network  
 controllers  
 40 - NetControllers  
 7 - SX 8000 workstations  
 300 - SCX 920s  
 180 - LCX 810s  
 80 - LCX 800s  
 60 - ACX 780s

**Network:**  
 Ethernet TCP/IP over *Sprint's*  
 existing network infrastructure

**Applications:**  
 Environmental alarm monitoring  
 Temperature and humidity control  
 Power monitoring  
 Emergency generator and transfer  
 switch monitoring  
 Underground fuel tank monitoring  
 Fire suppression and detection  
 Door monitoring  
 Card access control

**Total System Points:**  
 25,000

**Andover Controls Representative:**  
 Thermal Components & Andover  
 Controls Global Accounts Program

**EXHIBIT C****EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

| <b>Title of Position: <u>President / Owner</u></b>  |  |
|---|--|
| <b>Name of Person:</b>  | Benjamin Ackley  |
| Educational Degree (s): include college or university, major, and dates   | BSME – University of Missouri – Rolla 1976   |
| License(s)/Certification(s), #(s), expiration date(s), if applicable:   | N/A  |
| Specialized Training Completed. Include dates and documentation of completion:  | N/A  |
| # of years experience in area of service proposed to provide:   | 37 Years   |
| Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships | Owner – 27 Years   |
| Describe this person's responsibilities over the past 12 months.  | Owner / President  |
| Previous employer(s), positions, and dates  | N/A  |
| Identify specific information about experience pertaining to the installation/operation/maintenance/repair of the following:    | Clearly identify the experience, provide beginning/ending dates, describe the person's role and extent of involvement in the experience, specific models/versions of equipment and software. |
| ✓ Andover Building Automation system equipment  | Sales, Install and Repair – 1985 – Present   |
| ✓ Other building automation system equipment  | Invensus – 1981 – 1985   |
| ✓ CCTV Equipment  | Pelco, ADI, Bosch  |
| ✓ Andover electric/magnetic lock systems  | Sales, Install and Repair – 1985 – Present   |
| ✓ Other electric/magnetic lock systems  | SDC, Securitron, HID   |
| ✓ AIPHONE and patient emergency call equipment  | Sales and Install  |
| ✓ Other experience relevant to any of the above   | N/A  |

**EXHIBIT C****EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

| <b>Title of Position: <u>Service Sales/Project Manager</u></b>  |  |
|---|--|
| <b>Name of Person:</b>  | Brinton Hallum   |
| Educational Degree (s): include college or university, major, and dates   | Blue Springs South High School - 1998  |
| License(s)/Certification(s), #(s), expiration date(s), if applicable:   | N/A  |
| Specialized Training Completed. Include dates and documentation of completion:  | TAC-Andover – Security I & II, Programming<br>Pelco – Sales Specialist – CCTV and Network Security Level I & II  |
| # of years experience in area of service proposed to provide:   | 7 Years  |
| Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships | Employee – 7 Years   |
| Describe this person's responsibilities over the past 12 months.  | Security Service and Sales, PM Technician – Install, Programming and Service   |
| Previous employer(s), positions, and dates  | In-Terminal Services, North Kansas City, MO., Foreman, 2000 - 2005   |
| Identify specific information about experience pertaining to the installation/operation/maintenance/repair of the following:    | Clearly identify the experience, provide beginning/ending dates, describe the person's role and extent of involvement in the experience, specific models/versions of equipment and software. |
| ✓ Andover Building Automation system equipment  | Sales, TAC-Andover Plain English Programming, Security Level I and II Certification. 2005 - Present  |
| ✓ Other building automation system equipment  | N/A  |
| ✓ CCTV Equipment  | Pelco level I and II Certification   |
| ✓ Andover electric/magnetic lock systems  | Install and Repair – 2005 – Present  |
| ✓ Other electric/magnetic lock systems  | SDC, Securitron, HID – 2005 – Present  |
| ✓ AIPHONE and patient emergency call equipment  | Install and Repair – 2005 – Present  |
| ✓ Other experience relevant to any of the above   | N/A  |

**EXHIBIT C****EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

| <b>Title of Position: Senior Technical Advisor</b>  |  |
|---|--|
| <b>Name of Person:</b>  | Jim Smith  |
| Educational Degree (s): include college or university, major, and dates   | BSME – Milwaukee School of Engineering – 1976  |
| License(s)/Certification(s), #(s), expiration date(s), if applicable:   | N/A  |
| Specialized Training Completed. Include dates and documentation of completion:  | TAC-Andover – Plain English Programming<br>Continuum Database Administration<br>Advanced Administration Continuum  |
| # of years experience in area of service proposed to provide:   | 37 Years   |
| Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships | Employee – 27 Years  |
| Describe this person's responsibilities over the past 12 months.  | Senior Technical Advisor and PM Contact for CBM-KC.  |
| Previous employer(s), positions, and dates  | Invensus – 1981 1985<br>Landis & Gyr Powers – 1976 – 1981  |
| Identify specific information about experience pertaining to the installation/operation/maintenance/repair of the following:    | Clearly identify the experience, provide beginning/ending dates, describe the person's role and extent of involvement in the experience, specific models/versions of equipment and software. |
| ✓ Andover Building Automation system equipment  | Engineering, Programming, Commissioning and Installation of TAC-Andover Products   |
| ✓ Other building automation system equipment  | Invensus – 1981 1985<br>Landis & Gyr Powers – 1976 – 1981  |
| ✓ CCTV Equipment  | N/A  |
| ✓ Andover electric/magnetic lock systems  | N/A  |
| ✓ Other electric/magnetic lock systems  | N/A  |
| ✓ AIPHONE and patient emergency call equipment  | N/A  |
| ✓ Other experience relevant to any of the above   | N/A  |

EXHIBIT DMETHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

1. In presenting the method of performance, the offeror should provide the following:
  - Describe the method to be used for being contacted seven days a week/twenty-four hours per day. Thermal Components has a 7 Day/24 Hour answering service with key technicians/employees available for emergency response.
  - The offeror should indicate their process for responding to non-emergency and emergency services requests. Non-Emergency/Emergency – 7:30AM – 4:30PM M-Fri – Contact Kathy Strohm at 816-607-6200. Non-Emergency/Emergency – After Hours/Weekends/Holidays – Same number and an Answering Service will dispatch.
  - The offeror should describe their training program. On-site training or Classroom training at Thermal Components Company.
  - The offeror should list the address/location of major parts supply. 1260 NW Main Street, Lees Summit, MO. 64086
  - The offeror should describe the method for obtaining software upgrades/modifications/enhancements. All software upgrades obtained through TAC-Andover as licensed and sole source provider and installed by factory trained engineers/technicians.
  - Inventory: The offeror should indicate the minimum inventory and total dollar amount of parts/materials/software stock that will be maintained. Thermal Components maintains a floating inventory of all products with a value of \$150,000.00
2. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
  - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.  
Owner/President – Ben Ackley  
Project Manager – Brinton Hallum  
Engineer Manager – Adam Hunt  
Senior Technician Advisor – Jim Smith
- 2.2 Along with a detailed organizational chart, the offeror should describe the following:
  - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance for all facilities. PM Contract Manager and Supervisor by Brinton Hallum – Sales Engineer 816-607-6200



IX. Organizational Structure

Thermal Components Company is a Kansas C Corporation, established in 1973 and was appointed as the McQuay International Territory rep at that time. McQuay has been the company's largest manufacturer/vendor since inception. Personnel include:

*Ben Ackley* – President: Graduated from the University of Missouri-Rolla in 1976 with a B.S. in Mechanical Engineering; Member ASHRAE; Joined Thermal Components Company in May 1985.

*Brandon Ackley* – Vice President/Sales Manager: Attended University of Missouri-Rolla from 1998 to 2002 working towards completing B.S. in Mechanical Engineering; Member ASHRAE; Joined Thermal Components Company in May 2002 after Summer Internships in 2000 and 2001.

*Kevyn Gordon* – Vice President/Marketing: Graduated from William Jewell College in 2001 with a B.A. in Business Administration; Member ASHRAE; Joined Thermal Components Company in October 2002.

*Lucas Hillis* – Senior Sales Engineer: Graduated from the University of Missouri-Rolla in 2003 with a B.S. in Mechanical Engineering; EIT, LEED AP, Member ASHRAE; Joined Thermal Components Company in June 2003 after Summer Internships in 2001 and 2002;

*David Talken* – Senior Sales Engineer/Inside Sales Manager: Graduated from the University of Missouri-Rolla in 1996 with a B.S. degree in Mechanical Engineering; EIT, LEED AP, Member ASHRAE; Joined Thermal Components Company in April 2005.

*Ed Pruitt* – Sales Engineer: University of Nebraska 1988-1991; Sheet Metal Sales-12 years experience; Equipment Sales-2 years experience; Member ASHRAE; Joined Thermal Components Company in October 2009.

*Trey O'Neil* – Sales Engineer: Graduated from the University of Missouri-Columbia in 1994 with a B.A. in Business Administration; Member ASHRAE; Joined Thermal Components Company in August 2010.

*Mike Bibb* – Inside Sales: Graduated from the University of Missouri-Columbia in 2009 with a B.S. in Industrial Engineering; Member ASHRAE; Joined Thermal Components Company in December 2009.

*Lee Dust* – Inside Sales: Graduated from the University of Missouri-Rolla with a Metallurgical Engineering degree in 2003 and a Civil Engineering (structural emphasis) degree in 2007; EIT, ASCE, Member ASHRAE; Joined Thermal Components Company in May 2011.

*Anita Hanson* – Parts and Warranty Manager: Attended Johnson County Community College and Central Missouri State University; Joined Thermal Components Company in May 1992.

*Danielle Ackley* – Parts Sales/End User Sales: Graduated from William Jewell College in 2004 with a B.A. in Psychology; Joined Thermal Components in May 2010.

*Mike Miller* – Controller: Graduated from Emporia State University in 1982 with a B.S. in Accounting; CPA 1984 and CFP 2004; Worked in public accounting for four year primarily in the manufacturing sector with emphasis in cost accounting; Held various positions from staff accountant to controller; Worked for five years at Sprint in the external reporting department primarily working with stock-based compensation and stockholder equity transactions as well as assisting in preparation of monthly consolidated financial statements along with 10-Q and 10-K reporting; Owned and operated business consulting, accounting and tax preparation business two year prior to joining Thermal Components Company in April 2011.

*Rhonda Ackley* – Marketing and Office Manager: Joined Thermal Components Company in 1992 as an Administrative Assistant and moved into the Accounting department in 1999.

*Adam Hunt* – Engineering Manager/Controls: Graduated from the University of Missouri-Rolla in 2002 with a B.S. in Chemical Engineering; Eight years experience in BAS Design/Integration; Joined Thermal Components Company in October 2003.

*Jon Wylde* – Operations Manager/Controls: Six years experience in BAS Install/Technician Integration; Joined Thermal Components Company in January 2005 and moved to Operations Manager in January 2011.

*Jim Smith* – Service Sales Manager: Graduated from the Milwaukee School of Engineering with a B.S. in Mechanical Engineering in 1976; Thirty-Five years experience in BAS Design/Install/Integration; Joined Thermal Components Company in May 1985.

*Brinton Hallum* – Service Sales Engineer: Six years experience in BAS Install/Technician Integration; Joined Thermal Components Company in January 2005 and moved to Service Sales Engineer in January 2011.

*Kathy Strohm* – Service Sales Coordinator: Graduated with Associates Degree in Liberal Arts in 1989; Joined Thermal Components Company in December 1997.

- Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri. HVAC PM handled by Jim Smith and Security PM handled by Brinton Hallum with back up from several sources.
3. Economic Impact to Missouri - The offeror should respond to the following:
- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products. No Missouri products. All management and ownership of Thermal Components are current Missouri Residents.
  - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations. Thermal Components is a Missouri based Employer and Company.
  - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics. Thermal Components Sales/Warehouse is located in Lee's Summit MO with 23 employees.

**EXHIBIT E**  
**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

**MBE Participation Commitment Table**

(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Each Qualified Minority Business Enterprise (MBE) Proposed | Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed MBE |
|--|---|---|
| 1.N/A  | 0%  |   |
| 2.   | %   |   |
| 3.   | %   |   |
| 4.   | %   |   |
| <b>Total MBE Percentage:</b>                                       | <b>0%</b>   |   |

**WBE Participation Commitment Table**

(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Each Qualified Women Business Enterprise (WBE) proposed | Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed WBE |
|---|---|---|
| 1.N/A   | 0%  |   |
| 2.  | %   |   |
| 3.  | %   |   |
| 4.  | %   |   |
| <b>Total WBE Percentage:</b>                                    | <b>0%</b>   |   |

**EXHIBIT E**  
**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Commitment Table**

By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Organization for the Blind or Sheltered Workshop Proposed | Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop |
|---|---|
| 1.N/A   |   |
| 2.  |   |

**SDVE Participation Commitment Table**

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed | Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed SDVE |
|---|--|--|
| 1.N/A   | 0%   |  |
| 2.  | %  |  |
| <b>Total SDVE Percentage:</b>   | <b>0%</b>  |  |

**EXHIBIT F**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

*~ Copy This Form For Each Organization Proposed ~*

Offeror Name: Thermal Components Co.

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.*

Indicate appropriate business classification(s):

     MBE         WBE         Organization for the Blind         Sheltered Workshop         SDVE  
     N/A

Name of Organization: \_\_\_\_\_

*(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

SDVE's Website \_\_\_\_\_

Certification (or attach copy of certification)

Address: \_\_\_\_\_

Expiration \_\_\_\_\_

Date: \_\_\_\_\_

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_

SDV's \_\_\_\_\_

Signature: \_\_\_\_\_

*(Please Print)*

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you *(as the participating organization)* have agreed to provide:

N/A

**Authorized Signature:**

N/A

*Authorized Signature of Participating Organization  
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

          
*Date*

*(No earlier than the RFP issuance date)*

EXHIBIT F (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of Missouri State Agency or Public University\* to Which SDV's Documents were 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 SDV's Documents were Submitted:   N/A  

Previous Bid/Contract Number for Which SDV's Documents were Submitted:   N/A   (if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website ([www.oz.mo.gov/purch/vendorinfo/sdve.html](http://www.oz.mo.gov/purch/vendorinfo/sdve.html)) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

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

**BUSINESS ENTITY CERTIFICATION:**

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that N/A (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 \_\_\_\_\_ (RFP 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 Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT G, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

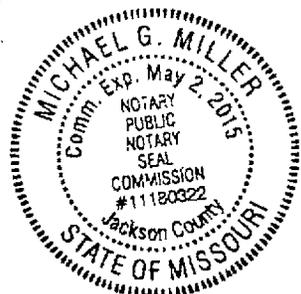
Comes now Benjamin R. Ackley (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Thermal Components Co. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect 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 Thermal Components Co. (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>Benjamin R. Ackley</u>  |
| Authorized Representative's Signature  | Printed Name               |
| <u>President</u>   | <u>3-15-12</u>             |
| Title  | Date                       |
| <u>backley@thermalcomponents.com</u>   | <u>521175</u>              |
| E-Mail Address   | E-Verify Company ID Number |

Subscribed and sworn to before me this 15<sup>TH</sup> of March 2012. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of Jackson, State of  
(NAME OF COUNTY)  
Missouri, and my commission expires on May 2, 2015.  
(NAME OF STATE) (DATE)

  
Signature of Notary 3/15/12  
Date



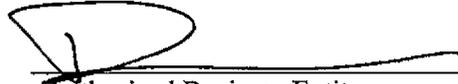
**EXHIBIT G, continued**

***(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 Thermal Components Co. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Benjamin R. Ackley  
Authorized Business Entity Representative's  
Name (Please Print)

  
Authorized Business Entity  
Representative's Signature

Thermal Components Co.  
Business Entity Name

3-15-12  
Date

backley@thermalcomponents.com  
E-Mail Address

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

X- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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

X- 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 offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

X- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.





Company ID Number: 521175

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

|  |                           |
|--|---------------------------|
| <b>Employer Thermal Components Company</b>                     |                           |
| <b>Benjamin Ackley</b><br>Name (Please Type or Print)          | Title                     |
| <b>Electronically Signed</b><br>Signature                      | <b>03/15/2012</b><br>Date |
|  | <b>3/15/12</b>            |
| <b>Department of Homeland Security – Verification Division</b> |                           |
| <b>USCIS Verification Division</b>                             |                           |
| Name (Please Type or Print)                                    | Title                     |
| <b>Electronically Signed</b><br>Signature                      | <b>03/15/2012</b><br>Date |
|  | <b>3/15/12</b>            |

Information Required for the E-Verify Program

Information relating to your Company:

|                                 |   |
|---------------------------------|---|
| Company Name:                   | Thermal Components Company                    |
| Company Facility Address:       | 1260 NW Main St<br>Lees Summit, MO 64086-9319 |
| Company Alternate Address:      | PO Box 219<br>Lees Summit, MO 64063-0219      |
| County or Parish:               | JACKSON                                       |
| Employer Identification Number: | 480821878                                     |

Company ID Number: 521175

|   |          |
|---|----------|
| North American Industry Classification Systems Code:  | 425      |
| Administrator:  |          |
| Number of Employees:  | 20 to 99 |
| Number of Sites Verified for:   | 1        |
| <b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b> |          |
| • MISSOURI 1 site(s)  |          |

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

|                   |                               |             |                  |
|-------------------|-------------------------------|-------------|------------------|
| Name:             | Michael G Miller              | Fax Number: | (816) 607 - 6239 |
| Telephone Number: | (816) 607 - 6200 ext. 6156    |             |                  |
| E-mail Address:   | mmiller@thermalcomponents.com |             |                  |
| Name:             | Benjamin R Ackley             | Fax Number: | (816) 607 - 6236 |
| Telephone Number: | (816) 607 - 6200 ext. 6138    |             |                  |
| E-mail Address:   | backley@thermalcomponents.com |             |                  |

EXHIBIT G, 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 Thermal Components Co. (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 offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

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

N/A \_\_\_\_\_

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

Buyer

Date

**EXHIBIT H****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.

Thermal Components Co.

Benjamin R. Ackley - President

Name and Title of Authorized Representative



Signature

3-15-11

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 I****MISCELLANEOUS INFORMATION****Outside United States**

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

|  |           |                 |
|--|-----------|-----------------|
| Are products and/or services being manufactured or performed at sites outside the United States? | Yes _____ | No <u>  X  </u> |
| Describe and provide details: N/A  |           |                 |

**Employee Bidding/Conflict of Interest**

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

|   |                  |
|---|------------------|
| Name of State Employee, General Assembly Member, or Statewide Elected Official: | N/A              |
| In what office/agency are they employed?  |                  |
| Employment Title:   |                  |
| Percentage of ownership interest in offeror's organization:                     | <u>  N/A  </u> % |

K 3 2

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. 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 DPMM.
- 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 RFP or resulting 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.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moobl.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

**4. PREPARATION OF PROPOSALS**

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. 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.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. 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 DPMM 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.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- 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 DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- 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.

## 11. 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.

## 12. 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.

## 13. WARRANTY

- 1 5 2
- a. 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 DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
  - b. 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.

#### 14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### 15. 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.

#### 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM 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 DPMM 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 DPMM 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 DPMM cancels the contract for breach, the DPMM 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 DPMM 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.

#### 17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/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 offeror/contractor.

#### 18. BANKRUPTCY OR INSOLVENCY

- a. 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 DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### 19. 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.

#### 20. 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 DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM 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.

#### 21. 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).

## **22. 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. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 12-01-11



Thermal Components Company  
PO Box 219  
Lee's Summit, Missouri 64063-0219

TO:

DPMM  
301 West High Street  
Room 630  
Jefferson City, MO 65101  
Buyer: Rebecca Brinkley

RCVD MAR 18 12 PM 12:52 DA-DPMM



Thermal Components Company  
PO Box 219  
Lee's Summit, Missouri 64063-0219

TO:

RFP No. B3Z12088  
Title: Building Automation Control System  
Maintenance and Repair Services  
Issue Date: 1/24/12  
Return Due Date: 3/16/12

TAXATION DIVISION  
P O BOX 3666  
JEFFERSON CITY MO 65105-3666



Missouri  
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268  
Fax: (573) 522-1265  
E-mail: taxclearance@dor.mo.gov

**VENDOR NO TAX DUE**

THERMAL COMPONENTS CO  
PO BOX 219  
LEE'S SUMMIT MO 64063

DATE ISSUED: APRIL 23, 2012  
VALID THROUGH: JULY 23, 2012

MISSOURI TAX ID NUMBER: 11280632  
FEDERAL IDENTIFICATION NUMBER: 480821878

The Missouri Department of Revenue certifies that based on the information provided the above listed vendor and its affiliates are properly registered to collect and pay sales and/or use tax in compliance with Section 34.040.6, RSMo. and has fully filed and paid all tax due, including penalties and interest, or does not owe any sales and/or use tax, according to the records of the Department as of February 28, 2012.

This statement of no sales and/or use tax due is valid for 90 days from the date of issuance. This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

DIRECTOR OF REVENUE OR DELEGATE  
STATE OF MISSOURI

BY:

Dwayne Maples  
Administrator, Business Tax

LS:DU0550

CBN045  
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