



## NOTICE OF CONTRACT RENEWAL

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

B12 12101

<b>CONTRACT NUMBER</b> C112101001	<b>CONTRACT TITLE</b> Locking Hardware
<b>AMENDMENT NUMBER</b> 006	<b>CONTRACT PERIOD</b> December 21, 2015 through December 20, 2016
<b>REQUISITION NUMBER</b> NR 300 22006000024	<b>VENDOR NUMBER</b> 3518429180 1
<b>CONTRACTOR NAME AND ADDRESS</b> Stanley Security 6161 East 75 <sup>th</sup> Street Indianapolis, IN 46250	<b>STATE AGENCY'S NAME AND ADDRESS</b> Office of Administration          Fulton State Hospital Facilities Management          600 E. Fifth Street Various State Agencies          Fulton, MO 65251 Throughout the State of Missouri  Department of Corrections Various Locations throughout The State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The State of Missouri hereby exercises its option to renew the contract.  All other terms, conditions and provisions of the contract, including the stated discount (35%), shall remain the same throughout the above contract period and apply hereto.  SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
<b>BUYER</b> Nicolle Backes	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:Nicolle.backes@oa.mo.gov">Nicolle.backes@oa.mo.gov</a> Phone: (573) 751-5341 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> <i>Nicolle Backes</i>	<b>DATE</b> 10/1/15
<b>DIRECTOR OF PURCHASING</b> <i>Chris Berger</i>	

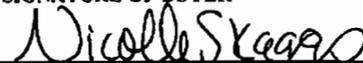
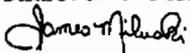
<b>RENEWAL:</b> _____ Renewal - % Increase _____ Renewal - \$ Increase <input checked="" type="checkbox"/> Renewal - W/O Increase _____ SFS Renewal - Prices In Original Contract _____ SFS Renewal - Prices Not in Original Contract	<b>PERIOD OF</b> _____ _____ _____ _____ _____	<b>TOTAL</b> _____ Cost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

A. Section 34.040.6, RSMo	Buyer/Section Support	<del>_____</del>	<del>_____</del>
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/She'l Wkshp Affdvt	Buyer		
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer		
	Buyer/Section Support		
	Buyer		
	Buyer/Section Support		
	Buyer/Section Support		
Contractor E-Mail Address/Fax Number	ed.roffon@sbdinc.com		
State Agency Contact E-Mail Address	Levi Woods - FMDC		
Section 34.040.6, RSMo, Letter	Follow-Up Notes:		
A. Renewal/Extension Pricing	Buyer/Section Support	NA	-
B. Section 34.040.6, RSMo	Buyer/Section Support	NB	9/23
C. Performance Security Deposit/Surety Bond	Buyer/Section Support	NA	-
D. Renewal/Extension with Cost Savings Language	Buyer	NA	-
E. Statewide Notice	Buyer	NA	-
F. SFS Authorized Limit \$	Buyer	NA	-
G. _____	Buyer/Section Support		
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support	<del>_____</del>	<del>_____</del>
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		
	Buyer/Section Support	NB	9/30
	Buyer	NB	9/30
			X
			X
AM 300 PMM 64901	Buyer/Section Support	CX	10/2/15
Distribute E-Verify & SDV Documents	Buyer/Section Support	CX	
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	X	10/2/15
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	CX	X
	Central Support-Participation		
	Central Support-Imaging		10.20



## NOTICE OF CONTRACT RENEWAL

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

<b>CONTRACT NUMBER</b> C112101001	<b>CONTRACT TITLE</b> Locking Hardware
<b>AMENDMENT NUMBER</b> 003	<b>CONTRACT PERIOD</b> December 21, 2013 through December 20, 2014
<b>REQUISITION NUMBER</b> NR 931 YYY13709259	<b>VENDOR NUMBER</b> 3518429180 0
<b>CONTRACTOR NAME AND ADDRESS</b> Stanley Security Solutions 79 Hubble Rd., Suite 110 O'Fallon, MO 63368	<b>STATE AGENCY'S NAME AND ADDRESS</b> Office Of Administration Facilities Management Various State Agencies Throughout the State of Missouri  Fulton State Hospital 600 E. Fifth Street  Missouri Department of Corrections Central Office Warehouse 2715 Plaza Drive, Lower Level Jefferson City, MO 65109
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The State of Missouri hereby exercises its option to renew the contract.  All other terms, conditions and provisions of the contract, including the contracted discount (35%), shall remain the same throughout the above contract period and apply hereto.  SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
<b>BUYER</b> Nicolle Skaggs	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:Nicolle.skaggs@oa.mo.gov">Nicolle.skaggs@oa.mo.gov</a> Phone: (573) 751- 5341 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> October 31, 2013
<b>DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT</b> 	

28 Nicole Amend

Purchase Order Preparation by Requisition

Transaction ID	NR 931	YYY13709259	Total Amount	10,000.00
Line Number	001	Buyer	Commodity	45055
Status	AFZ			
Requisition Date	10 / 16 / 13	Text Flag	Custom	
Vendor	3518429180	Note Pad Indicator		FX Type
Manuf Number		Name		
Delivery Date	12 / 20 / 13	New Buyer		

Description				
LOCKS, KEY BLANKS, AND LOCKSMITH TOOLS				
Cost Data				
Original Unit Cost	10,000.000000	Unit	TOTL	Unit Cost
Discount Code		Discount %	0.00	Discount Amount
Tax Code				Tax Amount
Quantity Requested	1.000			Freight Amount
				Total Cost
				10,000.00

TO RENEW CONTRACT FOR LOCKING HARDWARE  
 REFERENCE CONTRACT: C112101001  
 CONTRACT EXPIRATION: DECEMBER 20, 2013  
 CONTRACT PERIOD: DECEMBER 21, 2013 - DECEMBER 20, 2014

ALL TERMS AND CONDITIONS TO REMAIN THE SAME AS ON THE PREVIOUS CONTRACT.

Open Requisition Header Inquiry

Transaction ID	NR 931	YYY13709259	Requisition Date	10 / 16 / 13
Requested by	CLAYTON MILLENS		Phone	573-526-6494
Comments		Budget FY	14	Offset Reserve Account
Total Comm Lines	001			Final Comm Lines
Closed Date				Closed Amount
Last Print Date				Requisition Amount
Modification Date				Modification Number
Vendor	Responsible Parties	Controls	Delivery	Cost Details

Responsible Person	JOHN HALL	Responsible Agency	931
Responsible Org	1931	Organization Name	DEPT OF CORRECTIONS
PA Number	C112101001	Effective Mod	001
		Effective Mod Date	09 / 19 / 12
Description			
LOCKING HARDWARE			
Start Date	12 / 21 / 11	End Date	12 / 20 / 13
Number of Orders	53	FOB Point	Destination
<input checked="" type="checkbox"/> Requisition Indicator		<input checked="" type="checkbox"/> Renewal Indicator	
Renewal Days	120	Lag Days	000
Document Usage	Service Contract and Price Agreement	Auth Agency	300
Price Agreement Indicator	None	Auth Org	3490
Authorized Limit	999,999,999.99		
Encumbered Amount	70,731.15		
Expended Amount	62,333.58		
Closed Amount	62,403.70		
Remaining Balance	999,929,338.96		

28 Nicole Arund

Purchase Order Preparation by Requisition

Transaction ID	NR 300 22004000032	Total Amount	10,000,000.00
Line Number	001 Buyer	Commodity	45055
Status	AFZ		
Requisition Date	10 / 15 / 13	Text Flag	No Text
Vendor	3518429180 0	Note Pad Indicator	RX Type
Manuf Number		Name	
Delivery Date	10 / 15 / 13	New Buyer	
Description	LOCKS, KEY BLANKS, AND LOCKSMITH TOOLS		

Original Unit Cost	9999999.999999	Unit	TOTL	Unit Cost	9999999.999999
Discount Code		Discount %	0.00	Discount Amount	0.00
Tax Code				Tax Amount	0.00
Quantity Requested	1.000			Freight Amount	0.00
				Total Cost	10,000,000.00

REQUEST TO RENEW CONTRACT C112101001 WITH STANLEY SECURITY SOLUTIONS FOR LOCKING HARDWARE FOR THE SECOND OF FOUR RENEWAL PERIOD OF DECEMBER 21, 2013 THROUGH DECEMBER 20, 2014.

Open Requisition Header Inquiry

Transaction ID	NR 300 22004000032	Requisition Date	10 / 15 / 13
Requested by	REBECCA BRINKLEY	Phone	573-526-4135
Comments	Budget FY 14	Offset Reserve Account	
Total Comm Lines	001	Final Comm Lines	000
Closed Date		Closed Amount	0.00
Last Print Date		Requisition Amount	10,000,000.00
Modification Date		Modification Number	00
Vendor	Responsible Parties	Controls	Delivery
			Cost Details

Responsible Person	REBECCA BRINKLEY	Responsible Agency	300
Responsible Org	2200	Organization Name	DIV OF FAC MGMT, DES
PA Number	0112101000	Effective Mod	001
		Effective Mod Date	09 / 19 / 12
Description	LOCKING HARDWARE		
Start Date	12 / 21 / 11	End Date	12 / 20 / 13
Number of Orders	53	Buyer	83
Restriction Indicator		FOB Point	Destination
Renewal Days	120	Renewal Indicator	
Document Usage	Service Contract and Price Agreement	Pending Mods	N
Price Agreement Indicator	None	Latest Mod	001
Authorized Limit	999,999,999.99	Tax Code	
Encumbered Amount	70,731.15	Auth Agency	300
Expended Amount	62,333.58	Auth Org	3490
Closed Amount	62,403.70		
Remaining Balance	999,929,338.96		

10/15/13

28 Nicole Amend

Purchase Order Preparation by Requisition

Transaction ID	NR 650 FUL14000007	Total Amount	20,000.00
Line Number	001 Buyer	Commodity	45055
Status	AFZ		
Requisition Date	10 / 08 / 13	Text Flag	Custom
Vendor	3518429180 0	Note Pad Indicator	
Manuf Number		Name	
Delivery Date	12 / 21 / 13	New Buyer	

Description			
LOCKS, KEY BLANKS, AND LOCKSMITH TOOLS			
Cost Data			
Original Unit Cost	20,000.000000	Unit	TOTL
Discount Code		Discount %	0.00
Tax Code		Discount Amount	0.00
Quantity Requested	1.000	Tax Amount	0.00
		Freight Amount	0.00
		Total Cost	20,000.00

FULTON STATE HOSPITAL WISHES TO BE INCLUDED IN THE CONTRACT C112101001 WITH STANLEY SECURITY SOLUTIONS FOR LOCKING HARDWARE.

ANTICIPATED SPENDING FROM DEC 2013 - DEC 2014 WILL BE \$20,000.

ANY QUESTIONS, PLEASE CONTACT ME AT 573-592-3429.

→ they wanted to renew to

JEFFREY STONE

Open Requisition Header Inquiry

Transaction ID	NR 650 FUL14000007	Requisition Date	10 / 08 / 13
Requested by	JEFFREY A. STONE	Phone	573-592-3429
Comments		Offset Reserve Account	
Total Comm Lines	001	Final Comm Lines	000
Closed Date		Closed Amount	0.00
Last Print Date		Requisition Amount	20,000.00
Modification Date		Modification Number	00
Vendor	Responsible Parties	Controls	Delivery
			Cost Details

Responsible Person		Responsible Agency	650
Responsible Org	FU00	Organization Name	FUL-FULTON STATE HOS
PA Number	C112101001	Effective Mod	001
		Effective Mod Date	09 / 19 / 12
Description			
LOCKING HARDWARE			
Start Date	12 / 21 / 11	End Date	12 / 20 / 13
Number of Orders	52	FOB Point	Destination
<input checked="" type="checkbox"/> Restriction Indicator		<input checked="" type="checkbox"/> Renewal Indicator	
Renewal Days	120	Lag Days	000
Document Usage	Service Contract and Price Agreement	Auth Agency	300
Price Agreement Indicator	None	Auth Org	3490
Authorized Limit	999,999,999.99		
Encumbered Amount	70,381.15		
Expended Amount	62,115.76		
Closed Amount	62,185.88		
Remaining Balance	999,929,688.96		

10/08/13

1. Indicate Contract Amendment Type				Route	Initial	Date
RENEWAL: <u>2</u> PERIOD OF <u>4</u> TOTAL <input checked="" type="checkbox"/> Renewal - % Increase <u>0%</u> Cost Savings <input type="checkbox"/> Renewal - \$ Increase Cost Savings <input type="checkbox"/> Renewal - W/O Increase <input type="checkbox"/> SFS Renewal - Prices In Original Contract <input type="checkbox"/> SFS Renewal - Prices Not in Original Contract				Performance Security Deposit: \$ _____		
EXTENSION PERIOD: <input type="checkbox"/> Extension - 30-Day <input type="checkbox"/> Termination <input type="checkbox"/> Extension - \$ Increase Cost Savings <input type="checkbox"/> Extension - W/O Increase <input type="checkbox"/> Assignment <input type="checkbox"/> Cancellation/Termination <input checked="" type="checkbox"/> Other Amendment				Surety Bond: \$ _____		
				Annual Wage Order Number: _____		
				Annual Wage Order Date: _____		
				County(ies): _____		
				Other Instructions: _____		
				_____		
				_____		
2. Preliminary Tasks/Verifications				Route	Initial	Date
A. Section 34.040.6, RSMo				Buyer/Section Support	NS	10/28
B. DPMM Suspension List				Buyer/Section Support	NS	10/28
C. Federal Suspension - SAM.GOV				Buyer/Section Support	NS	10/31
D. Labor Stds - OA/FMDC Contractor Debarment Lists				Buyer/Section Support	NS	10/28
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 <sup>st</sup> Renewal - Blind/Shel Wkshp Affdvt				Buyer	N/A	-
F. SFS Review/Justification - Insert Advertising Date, if applicable				Buyer	N/A	-
3. Prepare Contract Amendment				Route	Initial	Date
				Buyer/Section Support	NS	10/31
4. Review/Approve Contract Amendment (If Signature Required)				Route	Initial	Date
				Buyer	NS	10/31
Initial Date	Supervisor	Section Manager	Asst Director	Director		
	WS	X	X	X		
	10/31/13	X	X	X		
5. E-Mail/Fax Contract Amendment (If Signature Required)				Route	Initial	Date
Contractor E-Mail Address/Fax Number				Buyer/Section Support		
State Agency Contact E-Mail Address						
Section 34.040.6, RSMo, Letter						
Follow-Up Notes:						
Contractor E-Mail Address/Fax Number						
State Agency Contact E-Mail Address						
Section 34.040.6, RSMo, Letter						
Follow-Up Notes:						
Contractor E-Mail Address/Fax Number						
State Agency Contact E-Mail Address						
Section 34.040.6, RSMo, Letter						
Follow-Up Notes:						
Contractor E-Mail Address/Fax Number						
State Agency Contact E-Mail Address						
Section 34.040.6, RSMo, Letter						
Follow-Up Notes:						
6. Review Contract Amendment Response - Verifications				Route	Initial	Date
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. Contract Assignment Only Verifications - Complete unless completed in Step 2 above.						
1. E-Verify Exhibit/Affidavit/Documentation				Buyer/Section Support		
2. Assignment and Consent Form				Buyer/Section Support		
3. DPMM Suspension List				Buyer/Section Support		
4. Federal Suspension - SAM.GOV				Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists				Buyer/Section Support		
7. Prepare Contract Amendment Award Document/Statewide Notice				Route	Initial	Date
				Buyer/Section Support	NS	11/31
8. Review/Approve Contract Amendment Award Document				Route	Initial	Date
				Buyer	NS	10/31
Initial Date	Supervisor	Section Manager	Asst Director	Director		
	WS	X	X	X		
	11/13	X	X	X		
9. Process Contract Amendment				Route	Initial	Date
AM 300 PMM 000 62345				Buyer/Section Support	CS	11/04
Distribute E-Verify & SDV Documents				Buyer/Section Support	CS	11/04
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact				Buyer/Section Support	X	X
Copy/Save As Statewide Notice to Internet Folder				Buyer/Section Support	X	X
10. Log Participation Commitment Information				Route	Initial	Date
				Central Support-Participation		
11. Image Contract Amendment Packet				Route	Initial	Date
				Central Support-Imaging	CS	11-20



## NOTICE OF CONTRACT RENEWAL

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

CONTRACT NUMBER C112101001	CONTRACT TITLE Locking Hardware
AMENDMENT NUMBER 002	CONTRACT PERIOD December 21, 2012 Through December 20, 2013
REQUISITION NUMBER NR 931 YYY13709009	VENDOR NUMBER 3518429180 0
CONTRACTOR NAME AND ADDRESS Stanley Security Solutions 79 Hubble Rd., Suite 110 O'Fallon, MO 63368	STATE AGENCY'S NAME AND ADDRESS Office Of Administration      Fulton State Hospital Facilities Management      600 E. Fifth Street Various State Agencies Throughout the State of Missouri  Missouri Department of Corrections Central Office Warehouse 2715 Plaza Drive, Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  The State of Missouri hereby exercises its option to renew the contract.  All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.  SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: <a href="mailto:tammy.michel@oa.mo.gov">tammy.michel@oa.mo.gov</a> Phone: (573) 751- 3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 9/19/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  James Miluski	



## 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 C112101001	CONTRACT TITLE Locking Hardware
AMENDMENT NUMBER 001	CONTRACT PERIOD December 21, 2011 Through December 20, 2012
REQUISITION NUMBER N/A	VENDOR NUMBER 3518429180 0
CONTRACTOR NAME AND ADDRESS Stanley Security Solutions 79 Hubble Rd., Suite 110 O'Fallon, MO 63368	STATE AGENCY'S NAME AND ADDRESS Office of Administration      Fulton State Hospital Facilities Management      600 E. Fifth Street Various State Agencies      Fulton, MO 65251 Throughout the State of Missouri  Missouri Department of Corrections Central Office Warehouse 2715 Plaza Drive, Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  Contract C112101001 is hereby amended pursuant to the attached amendment #001, dated 01/31/12.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: <a href="mailto:tammy.michel@oa.mo.gov">tammy.michel@oa.mo.gov</a> Phone: (573) 751-3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 2/1/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

AMENDMENT NO.: 001  
CONTRACT NO.: C112101001  
TITLE: Locking Hardware  
ISSUE DATE: 1/27/12

REQ NO.: N/A  
BUYER: Tommy Michel  
PHONE NO.: (573) 751-3114  
E-MAIL: [tommy.michel@dm.mo.gov](mailto:tommy.michel@dm.mo.gov)

TO: Stanley Security Solutions  
79 Hubble Rd., Suite 110  
O'Fallon, MO 63368

RETURN AMENDMENT BY NO LATER THAN: 2/2/12 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:	Becky.rudeman@dm.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Office of Administration  
Facilities Management  
Various State Agencies  
Throughout the State of  
Missouri

Fulton State Hospital  
600 E. Fifth Street  
Fulton, Missouri 65251

Department of Corrections  
Central Office Warehouse  
2715 Plaza Drive, Lower Level  
Jefferson City, Missouri 65109

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME <i>NONE</i>		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>Stanley Security Solutions, Inc.</i>	
MAILING ADDRESS		IAS FORM 1099 MAILING ADDRESS <i>6161 E 78th Street</i>	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE <i>Indianapolis, IN 46250</i>	
CONTACT PERSON <i>Michael Hennies</i>		EMAIL ADDRESS <i>Michael.Hennies@ssbinc.com</i>	
PHONE NUMBER <i>636-300-0032 Ext 22536</i>		FAX NUMBER <i>636-300-1693</i>	
TAXPAYER ID NUMBER (TIN) <i>35-1842918</i>	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FBIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE <i>1-31-12</i>	
PRINTED NAME <i>Michael Hennies</i>		TITLE <i>General Manager</i>	

Contract C112101001

Page 2

AMENDMENT #001 TO CONTRACT C112101001

CONTRACT TITLE: LOCKING HARDWARE

CONTRACT PERIOD: DECEMBER 21, 2011 THROUGH DECEMBER 20, 2012

The State of Missouri desires to amend C112101001 to add an additional state agency location that will utilize the contract to purchase locking hardware. The state agency location to be added to the contract shall be as follows:

Missouri Department of Corrections  
Central Office Warehouse  
2715 Plaza Drive, Lower Level  
Jefferson City, MO 65109

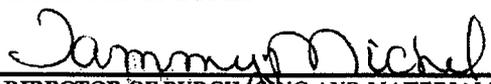
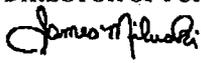
All other terms, conditions and provisions of the original contract, including pricing shall remain the same and apply hereto.

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



## NOTICE OF 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 C112101001	CONTRACT TITLE Locking Hardware
AMENDMENT NUMBER 001	CONTRACT PERIOD December 21, 2011 Through December 20, 2012
REQUISITION NUMBER N/A	VENDOR NUMBER 3518429180 0
CONTRACTOR NAME AND ADDRESS Stanley Security Solutions 79 Hubble Rd., Suite 110 O'Fallon, MO 63368	STATE AGENCY'S NAME AND ADDRESS Office of Administration      Fulton State Hospital Facilities Management      600 E. Fifth Street Various State Agencies      Fulton, MO 65251 Throughout the State of Missouri  Missouri Department of Corrections Central Office Warehouse 2715 Plaza Drive, Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  Contract C112101001 is hereby amended pursuant to the attached amendment #001, dated 01/31/12.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: <a href="mailto:tammy.michel@oa.mo.gov">tammy.michel@oa.mo.gov</a> Phone: (573) 751-3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 2/1/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

AMENDMENT NO.: 001  
CONTRACT NO.: C112101001  
TITLE: Locking Hardware  
ISSUE DATE: 1/27/12

REQ NO.: N/A  
BUYER: Tommy Michel  
PHONE NO.: (573) 751-3114  
E-MAIL: [tommy.michel@dm.mo.gov](mailto:tommy.michel@dm.mo.gov)

TO: Stanley Security Solutions  
79 Hubble Rd., Suite 110  
O'Fallon, MO 63368

RETURN AMENDMENT BY NO LATER THAN: 2/2/12 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:	Becky.rudeman@dm.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Office of Administration  
Facilities Management  
Various State Agencies  
Throughout the State of  
Missouri

Fulton State Hospital  
600 E. Fifth Street  
Fulton, Missouri 65251

Department of Corrections  
Central Office Warehouse  
2715 Plaza Drive, Lower Level  
Jefferson City, Missouri 65109

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME <i>NONE</i>		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>Stanley Security Solutions, Inc.</i>	
MAILING ADDRESS		IAS FORM 1099 MAILING ADDRESS <i>6161 E 78th Street</i>	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE <i>Indianapolis, IN 46250</i>	
CONTACT PERSON <i>Michael Hennies</i>		EMAIL ADDRESS <i>Michael.Hennies@ssbinc.com</i>	
PHONE NUMBER <i>636-300-0032 Ext 22536</i>		FAX NUMBER <i>636-300-1693</i>	
TAXPAYER ID NUMBER (TIN) <i>35-1842918</i>	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FBIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE <i>1-31-12</i>	
PRINTED NAME <i>Michael Hennies</i>		TITLE <i>General Manager</i>	

Contract C112101001

Page 2

AMENDMENT #001 TO CONTRACT C112101001

CONTRACT TITLE: LOCKING HARDWARE

CONTRACT PERIOD: DECEMBER 21, 2011 THROUGH DECEMBER 20, 2012

The State of Missouri desires to amend C112101001 to add an additional state agency location that will utilize the contract to purchase locking hardware. The state agency location to be added to the contract shall be as follows:

Missouri Department of Corrections  
Central Office Warehouse  
2715 Plaza Drive, Lower Level  
Jefferson City, MO 65109

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

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



## NOTICE OF 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 B1Z12101	CONTRACT TITLE Locking Hardware
CONTRACT NUMBER C112101001	CONTRACT PERIOD December 21, 2011 Through December 20, 2012
REQUISITION NUMBER NR 300 22002000016	VENDOR NUMBER 3518429180 0
CONTRACTOR NAME AND ADDRESS Stanley Security Solutions 79 Hubble Rd., Suite 110 O'Fallon, MO 63368	STATE AGENCY'S NAME AND ADDRESS Office of Administration      Fulton State Hospital Facilities Management      600 E. Fifth Street Various State Agencies      Fulton, MO 65251 Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  The bid submitted by Stanley Security Solutions in response to B1Z12101 is accepted in its entirety.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: tammy.michel@oa.mo.gov Phone: (573) 751- 3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 11/30/11
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  James Miluski	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID (IFB)

IFB NO.: B1Z12101  
TITLE: Locking Hardware  
ISSUE DATE: 10/28/11

REQ NO.: NR 300 22002000016  
BUYER: Tammy Michel  
PHONE NO.: (573) 751-3114  
E-MAIL: [tammy.michel@oa.mo.gov](mailto:tammy.michel@oa.mo.gov)

RETURN BID NO LATER THAN: 11/14/11 AT 2:00 PM CENTRAL TIME

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

RETURN BID 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: DECEMBER 21, 2011 THROUGH DECEMBER 20, 2012

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

Office of Administration  
Facilities Management  
Various State Agencies  
Throughout the State Missouri

Fulton State Hospital  
600 E. Fifth Street  
Fulton, MO 65251

The bidder 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 Invitation for Bid (Revised 10/05/11). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder 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 bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME <i>Stanley Security Solutions</i>		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>Stanley Security Solutions</i>	
MAILING ADDRESS <i>79 Hushle Rd, Suite 110</i>		IRS FORM 1099 MAILING ADDRESS <i>6161 E 78th Street</i>	
CITY, STATE, ZIP CODE <i>O'Fallon, MO 63368</i>		CITY, STATE, ZIP CODE <i>Indianapolis, IN 46250</i>	
CONTACT PERSON <i>Michael Hennies</i>		EMAIL ADDRESS <i>Michael.hennies@56dinc.com</i>	
PHONE NUMBER <i>636-300-0632 Ext 22536</i>		FAX NUMBER <i>636-300 1693</i>	
TAXPAYER ID NUMBER (TIN) <i>35-1842918</i>	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) <i>351842918 0-0</i>	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Michael O. Hennies</i>		DATE <i>11-10-11</i>	
PRINTED NAME <i>Michael O. Hennies</i>		TITLE <i>General Manager</i>	

**1. INTRODUCTION AND GENERAL INFORMATION****1.1 Purpose:**

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract for the purchase of locking hardware for Office of Administration, Facilities Management, Various State Agency locations and Fulton State Hospital hereinafter referred to as "state agency", in accordance with the requirements and provisions stated herein.

**1.2 History:**

- 1.2.1 This is a rebid of IFB B1Z12061. The Division of Purchasing and Materials Management did not award this solicitation.

**1.3 Awarded Bid & Contract Document Search:**

- 1.3.1 Both the current contract C106144001 and the previous procurement documentation B1E06144 may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

**1.4 Brand:**

- 1.4.1 To be compatible with existing equipment, the locking hardware items must be Best brand and will be the only acceptable brand for award.

**2. CONTRACTURAL REQUIREMENTS****2.1 Contract:**

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

**2.2 Contract Period:**

- 2.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). 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 four (4) 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. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal 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.

### **2.3 Contract Prices and Percentages:**

2.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- a. The contractor must provide a contract price listing/catalog to the state agency. The contractor shall understand and agree that the price list/catalog pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every twelve (12) months.
- b. The firm, fixed discount percentage for locks, supplies and accessories shall be as indicated on the Pricing Pages and shall apply to all locks, supplies and accessories in that category as found in the contractor's current price list/catalog pricing.
- c. Pricing for firm, fixed and catalog-discounted items shall be FOB Destination, Freight Prepaid and Allowed.
- d. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The state of Missouri shall always receive the contractor's lowest price for the item.
- e. The contractor shall furnish current price lists/catalogs (with products clearly identified) to the state agency upon request. Price lists/catalogs shall also be promptly provided to the state agency as the catalogs change and/or pricing is updated.
- f. The discount shall apply as quoted to all items in the contractor's current catalog or price list. The contractor shall not impose a discount "floor."
- g. The contractor shall understand and agree that the firm, fixed discount percentage shall remain the same throughout the duration of the contract.

### **2.4 Termination:**

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

**2.5 Prices Must Be Lowest:**

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

**2.6 Payment Terms:**

- 2.6.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

- 2.6.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- 2.6.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

**2.7 Contractor Liability:**

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

- 2.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

**2.8 Contractor Status:**

- 2.8.1 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 Coordination:**

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

**2.10 Estimated Quantities:**

2.10.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

**2.11 Federal Funds Requirement:**

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

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

**2.12 Insurance:**

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

**2.13 Participation by Other Organizations:**

2.13.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

2.13.2 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 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.

2.13.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. 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.

2.13.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.

a. 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.

b. 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.

2.13.5 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.

#### **2.14 Contractor's Personnel:**

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

2.14.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

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

#### **2.15 Subcontractors:**

2.15.1 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. 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. 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. The contractor must obtain the approval of the

State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

### **2.16 Confidentiality and Security Documents:**

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

## **3. TECHNICAL SPECIFICATIONS**

### **3.1 General:**

- 3.1.1 The contractor shall provide locking hardware on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of locking hardware.

### **3.2 Locksets and Latches - Mortise Type:**

- 3.2.1 Locksets and latch sets shall be heavy duty mortise type with hinged, anti-friction, 3/4 inch throw latch bolt with anti-friction piece made of self lubricating stainless steel.
- 3.2.2 Both deadbolt and latch bolt must extend into lock case a minimum of 3/8 inch when fully extended.
- 3.2.3 Knobs must be round in design.
- 3.2.4 Provide locksets with 7-pin Best Patented interchangeable core cylinders. (All mortise cylinders shall have a concealed internal set screw for securing the cylinder to the lockset. The internal set screw must be accessible only by removing the core from the cylinder body.)
- 3.2.5 All mortise locksets and latch sets must conform to ANSI A156.13, Series 1000, Operational Grade 1, and be listed by UL.
- 3.2.6 Locksets and latch sets must have self-aligning thru-bolted trim.
- 3.2.7 Spindle must be such that if forced it will twist first, then break, thus preventing forced entry.
- 3.2.8 Knobs and levers must be operated with a roller bearing spindle hub mechanism.
- 3.2.9 Permanent core must be the same finish as the lockset finish.

### **3.3 Specification Standards:**

- 3.3.1 Case: Heavy wrought steel, 5-7/8" high x 4-1/4" deep x 1" wide. Steel parts are zinc dichromate plated for corrosion protection.
- 3.3.2 Faceplate: Brass or bronze, 1-1/4" x 8" x 7/32", Armored. Adjustable from flat to beveled 1/8" in 2".
- 3.3.3 Strike: Brass or bronze, 4-7/8" x 1-1/4" x 3/32". Fits standard door frame cut out as specified in ANSI A115.1. Correct strike automatically supplied with unit. Strike box supplied standard.
- 3.3.4 Installation: Lock case and faceplate dimensions fit standard door preparation as specified in ANSI A115.1. Lockset is reversible for hand of door.
- 3.3.5 Deadbolt: Solid brass 1" throw with hardened steel free turning pins. Satin chrome finish.

3.3.6 Auxiliary Bolt: Stainless steel.

3.3.7 Heavy Duty Cylindrical Type: Locksets must be extra heavy-duty cylindrical type with 2-3/4 inch backset, or greater as specified, with a 9/16 inch throw latch bolt.

- a. Provide locksets with (Best) 7-pin interchangeable patented core.
- b. Knobs must be brass or bronze material and a minimum of .100 inch thick at the thinnest point of the knob wall.
- c. Locksets and latch sets must conform to ANSI A156.2, Series 4000, Grade 1 and be UL listed.
- d. Locks must have solid shank with no opening for access to keyed knob keeper.
- e. Chassis body must be held together with screws.
- f. Keyed knob must be removable only after core is removed, by authorized control key, to allow access to knob keeper.
- g. Keyed knob must be protected by means of a "Break Away" mechanism to prevent forced entry.
- h. Knob locksets must be constructed so as to be capable of change of hand before and after installation by rotation of face of knob.
- i. Permanent core face must be the same finish as the lockset finish.

3.3.8 Knobs: Diameter: 2-1/8"

3.3.9 Projection on door: 2-7/8"

3.3.10 Round Knob Material: Machined from solid brass or bronze

3.3.11 Roses: All roses must be brass or bronze with steel reinforced plate. Roses must be threaded to chassis. Round rose, 3-3/8" diameter.

3.3.12 Door Thickness: Adjustable from 1-3/8" to 2" standard.

3.3.13 Medium Duty Cylindrical Type:

- a. Snap-on inside rose (no exposed mounting screws).
- b. Threaded outside rose adjustable for door thickness.
- c. Keyed knob must be removable only after removal of core.
- d. Lockset reversible for either hand of door without removing keyed knob.
- e. ANSI/BHMA LISTED - Product shall be listed in BHMA Directory of Certified Locks and Latches as conforming to ANSI A156.2, Series 4000, Grade 2.
- f. Provide locksets with (Best) 7-pin patented interchangeable core.

3.3.14 Keyed Knobs: Keyed knobs machined from brass or bronze bar stock.

3.3.15 Latch: 1/2" throw deadlocking latch.

- 3.3.16 Material: Component parts include brass or bronze. Internal parts must be brass or zinc dichromated steel.
- 3.3.17 Roses: 3-3/8" diameter. Mounting screws concealed.
- 3.3.18 Tubular Deadbolts:
- No exposed mounting screws.
  - Full 1" throw deadbolt.
  - Free-turning, wrench-resistant, tapered cylinder ring.
  - Hardened free-turning security pin within deadbolt, resists hacksawing.
  - American National Standard ANSI A156.5-1984 Auxiliary Locks, Grade 1.
  - Provide locksets with (Best) 7-pin patented interchangeable core.
- 3.3.19 Deadbolt: 2-3/8" backset, 1" throw, 5/8" x 7/8" bolt. Brass nickel plated.
- 3.3.20 Deadbolt: 2-3/4" backset, 1" throw, 5/8" x 7/8" bolt.
- 3.3.21 Trim: Wrought brass or bronze cylinder rose or turn knob rose, 2-3/4" diameter to cover 2-1/8" bore. Machined brass or bronze cylinder ring.
- 3.3.22 Cylinders: Machined from extruded brass or bronze bar stock.
- 3.4 Padlock Type:**
- 3.4.1 Case: Machined from solid extruded brass.
- 3.4.2 Width: 1-5/8"
- 3.4.3 Length: 2-1/16"
- 3.4.4 Thickness: 25/32"
- 3.4.5 Shackle: The shackle locks at both heel and toe. The length of shackle opening is measured from top of case to inside of shackle when padlock is locked. Material-Bronze or Steel-steel shackles are hardened and multiple plated for wear and corrosion resistance.
- Diameter: 1/4"
  - Width of opening: 7/8"
  - Steel shackle pull strength exceeds 2,500 pounds. Meets or exceeds ASTM F883-84, Grade 4.
- 3.4.6 Rim Cylinder Type: Provide with (Best) 7-pin patented interchangeable core.
- Dimensions: 1-11/32"
  - Door Thickness: 1-1/4" to 3"
  - Cylinder Diameter: 1-5/32"
- 3.4.7 Mortise Cylinder Type: Provide with (Best) 7-pin patented interchangeable core.

- a. Material: Solid brass or bronze
- b. Cam: Standard 1E-C4 cam supplied unless otherwise specified.
- c. Rings: Ring package (for 7-pin) supplied standard-includes 1/8" ring, 1/4" ring, and 7/16" ring.

#### 4. PERFORMANCE REQUIREMENTS

##### 4.1 Contractor's Agreement:

- 4.1.1 The contractor shall agree that the products provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein.

##### 4.2 Substitutions:

- 4.2.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management. Any product substitution must be of equal or better functionality and of equal or lower pricing.
- 4.2.2 The state reserves the right to allow the contractor to substitute any new product/system offered by the contractor on all unshipped and future orders if capabilities and quality are equal to or greater than the product/system under contract and if prices are equal to or less than contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

##### 4.3 Replacement of Damaged Product:

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

##### 4.4 Delivery Performance:

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

##### 4.5 Warranty:

- 4.5.1 All locking hardware items provided by the contractor shall have the manufacturer's standard warranty applied.

##### 4.6 Invoices and Payments:

- 4.6.1 The contractor shall submit a statement with original copy of invoice (prefer original and one copy) showing the quantity, item description, part number, and total manufacturers list price. The quoted discount percentage(s) should be shown on the invoice and applied to derive the net cost. The state agency will process payments against these statements.

## 5. BIDDER'S INSTRUCTIONS

### 5.1 Electronic Bids:

5.1.1 ELECTRONIC SUBMISSION OF BIDS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS IFB.

### 5.2 Contact:

5.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

### 5.3 Firm, Fixed Percentage Discount:

5.3.1 The bidder shall submit a firm, fixed percentage discount for the item specified on the Pricing Page of the IFB. All pricing shall be considered firm for the duration of the contract period.

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

### 5.4 Cost Evaluation:

5.4.1 The bidder must submit a firm, fixed percentage discount for line item 001 on the Pricing Page of the IFB. In addition, for cost evaluation purposes, the bidder must also complete the entire Market Basket Survey portion of this document. The evaluation shall be based on the bidder's after-discount prices as stated in the Market Basket Survey. Each unit price after discount will be added together to determine the lowest grand total:

5.4.2 The cost evaluation shall cover the original contract period plus the renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

### 5.5 Catalog:

5.5.1 The bidder should include a current product list/catalog with their bid response at no additional cost to the State of Missouri. If the bidder does not include a copy of the current product list/catalog with their bid, then the bidder must provide a copy within five (5) working days after notification by the Buyer.

### 5.6 Unit of Measure:

5.6.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Buyer.

5.6.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer prior to submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

**5.7 Description of Product:**

5.7.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

**5.8 Preprinted Marketing Materials:**

5.8.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

**5.9 Bid Detail Requirements and Deviations:**

5.9.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

5.9.2 Bidders should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

**5.10 Determination for Award:**

5.10.1 The award shall be made to the lowest priced responsive bidder. Other factors that affect the determination of the lowest price responsive bidder include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.

5.10.2 Other Considerations: The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

**5.11 The Domestic Product Procurement Act:**

5.11.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

5.11.2 Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

5.11.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

- 5.11.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 5.11.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return **Exhibit A**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 5.11.6 If the lowest priced bidder qualifies as American-made or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- 5.11.7 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder **MUST** disclose such fact and provide details with the bid.

**5.12 Preference for Organizations for the Blind and Sheltered Workshops:**

- 5.12.1 Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to bidders 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.
- 5.12.2 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- a. The bidder 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.
  - b. The services performed or the products provided by the 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 bidder'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. If the bidder 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 bidder must provide the following information with the bid:
    - Participation Commitment - The bidder must complete **Exhibit B**, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate - The bidder must either provide a properly completed **Exhibit C**, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed 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).  
NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit C**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

d. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

e. 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.lhbindustries.com>

<http://www.alphapointe.org>

f. Commitment – If the bidder’s bid is awarded, the participation committed to by the bidder on **Exhibit B**, Participation Commitment, shall be interpreted as a contractual requirement.

5.12.3 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

5.12.4 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Bidder’s Price</u> Compared Bidder’s Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
--	---	---------------------------------------	---	-----------------------------------

**5.13 Missouri Service-Disabled Veteran Business Preference:**

5.13.1 Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit **Exhibit D**, Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed **Exhibit D** and the documentation specified on **Exhibit D** in accordance with the instructions provided therein, no preference points will be applied.

5.13.2 If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

5.13.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Bidder’s Price</u> Compared Bidder’s Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
--	---	---------------------------------------	---	-----------------------------------

**5.14 Business Compliance:**

5.14.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder 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 bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

**5.15 Debarment Certification:**

- 5.15.1 The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder 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 bidder should complete and return the attached certification regarding debarment, etc., Exhibit E with their bid. This document must be satisfactorily completed prior to award of the contract.

**5.16 Compliance with Terms and Conditions:**

- 5.16.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

PRICING PAGE

The bidder shall provide a firm, fixed percentage discount in accordance with the provisions and requirements of this IFB.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PERCENT DISCOUNT</u>
001	C/S Code: 45055 <i>Locks, Key Blanks, and Locksmith Tools</i> Firm, fixed percentage discount to be applied to all locking hardware items listed in the bidder's price list/catalog.	1	PCNT	35 %

*no shipping charges*

*customer fixed discount & will always apply to Stanley's most recent price list.*

MARKET BASKET SURVEY

The bidder must quote an after-discount price (bidder to use current list price and then apply the quoted percentage discount) for each item listed below. The Market Basket Survey is a sampling price sheet for evaluation purposes only. Pricing stated in the Market Basket Survey is current list pricing or current trade pricing and will not be considered firm, fixed pricing. The percentage discount, however, shall remain firm, fixed for the life of the contract.

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>CURRENT LIST PRICE</u>	<u>UNIT PRICE AFTER DISCOUNT</u>
002	Rim Cylinder	1	\$ <u>41.00</u>	\$ <u>26.65</u>
003	Mortise Cylinder	1	\$ <u>41.00</u>	\$ <u>26.65</u>
004	Dummy Mortise Cylinder	1	\$ <u>21.00</u>	\$ <u>13.65</u>
005	Padlocks "B 1/4" or "3/4"	1	\$ <u>31.00</u>	\$ <u>20.15</u>
006	Medium Duty Storeroom Cylindrical Lock with Knob "D"	1	\$ <u>145.00</u>	\$ <u>94.25</u>
007	Medium Duty Entry Cylindrical Lock with Knob "AB"	1	\$ <u>145.00</u>	\$ <u>94.25</u>
008	Medium Duty Classroom Cylindrical Lock with Knob "R"	1	\$ <u>145.00</u>	\$ <u>94.25</u>
009	Medium Duty Privacy Cylindrical Lock with Knob "L"	1	\$ <u>86.00</u>	\$ <u>55.90</u>
010	Heavy Duty Storeroom Cylindrical Lock with Knob "D"	1	\$ <u>369.00</u>	\$ <u>239.85</u>
011	Heavy Duty Communicating Cylindrical Lock with Knob "S"	1	\$ <u>417.00</u>	\$ <u>271.05</u>
012	Heavy Duty Classroom Cylindrical Lock with Knob "R"	1	\$ <u>369.00</u>	\$ <u>239.85</u>
013	Heavy Duty Passage Cylindrical Lock with Knob "ON"	1	\$ <u>263.00</u>	\$ <u>170.95</u>



**EXHIBIT A**

**STATE OF MISSOURI – OFFICE OF ADMINISTRATION  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (sections 34.350 to 34.359, RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in section 34.350, RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

**Section A – All Products Are Manufactured or Produced in U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

*Michael D. Henniss* Michael D. Henniss

COMPANY NAME  
*Stanley Security Solutions, Inc.*

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced in U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

**NOTE:** Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.

**EXHIBIT B**  
**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder's bid.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the bidder 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
<b>Line Item 002</b>	
1.	
2.	
<b>Line Item 003</b>	
1.	
2.	
<b>Line Item 004</b>	
1.	
2.	
<b>Line Item 005</b>	
1.	
2.	
<b>Line Item 006</b>	
1.	
2.	
<b>Line Item 007</b>	
1.	
2.	
<b>Line Item 008</b>	
1.	
2.	
<b>Line Item 009</b>	
1.	
2.	

Line Item 010	
1.	
2.	
Line Item 011	
1.	
2.	
Line Item 012	
1.	
2.	
Line Item 013	
1.	
2.	
Line Item 014	
1.	
2.	
Line Item 015	
1.	
2.	
Line Item 016	
1.	
2.	
Line Item 017	
1.	
2.	
Line Item 018	
1.	
2.	
Line Item 019	
1.	
2.	
Line Item 020	
1.	
2.	
Line Item 021	
1.	
2.	

Line Item 022	
1.	
2.	
Line Item 023	
1.	
2.	

**EXHIBIT C**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

**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 bidder identified above.*

Indicate appropriate business classification(s):

_____	Organization for the Blind	_____	Sheltered Workshop
-------	-------------------------------	-------	-----------------------

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

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

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

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

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

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

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

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

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

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*

\_\_\_\_\_  
*Date*

**EXHIBIT D**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

**Definitions:**

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the bidder's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran Business

EXHIBIT ECertification 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.

Michael O. Hennies, General Manager Stanley Security Services  
Name and Title of Authorized Representative

Michael O. Hennies  
Signature

11-11-11  
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.

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS – INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) 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 IFB or to a contract.
- c. Attachment applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. Bid Opening Date and Time and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. Bidder means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB 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 bidder as a result of an IFB and who enters into a contract.
- i. Exhibit applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. Invitation for Bid (IFB) means the solicitation document issued by the DPMM to potential bidders 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. Failure to provide or comply will result in a bid being considered non-responsive.
- m. Pricing Page(s) applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid 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 IFB 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/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB 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 bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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 IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered bidder's e-mail address is incorrect, the bidder 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 IFB after issuance. It shall be the sole responsibility of the bidder to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium

registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the bid 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 IFB.

#### 4. PREPARATION OF BIDS

- a. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, 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 bidder 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 bid. In addition, the bidder 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid 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 IFB.
- e. In the event that the bidder 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 IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB, 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 IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB 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 IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder 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 bid in order to be considered for award.

#### 5. SUBMISSION OF BIDS

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

#### 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Premium registered bidders may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids 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 bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo. 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.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

## 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 bidder and request clarification of the intended bid. 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 a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder 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 IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. 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.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for Premium registered bidders to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB 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 IFB.<sup>1</sup>
- 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

- 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 IFB, (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 bid 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 bidder/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 bidder/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 bidder's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid 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 10-05-11

**STANLEY**

Security Solutions

Thomas Ryan  
 Government Compliance Manager  
 Stanley Security Solutions, Inc.  
 Phone 939-219-3343  
[tryan@stanleyworks.com](mailto:tryan@stanleyworks.com)

Jan 17, 2011

Re: Buy American Act Compliance – Stanley Hardware

To Whom It May Concern,

We appreciate your interest in the Stanley Security Solutions, Inc. product offerings. The following product lines manufactured by Stanley Security Solutions, Inc. are within the compliance requirements of the Buy American Act as specified in current valid Sections 25.003, and 52.225.2,5,6,9 and 11 of the Federal Acquisition Regulations.

Product LinesState/Country of Origin

40H Mortise Grade 1 Lockset Series	Indiana, USA
8K/9K Cylindrical Grade 1 Lockset Series	Indiana, USA
Padlocks	Indiana, USA
Cores/Keys – Patented and Non-Patented	Indiana, USA
E Series Cylinders (1E72 & 1E74, 5E)	Indiana, USA
J Series Kingpin Locks	Indiana, USA
L Series Cabinet Locks	Indiana, USA
S Series Sliding Door Locks	Indiana, USA
T Series Tubular Deadbolts	Indiana, USA
W Series Electric Switch Locks	Indiana, USA
Stanley Patient Level (SPSL) Locksets	New York, USA
Stanley Seclusion Room/Time Out Locksets (SSRL)	New York, USA
Stanley Emergency Door Alarm (SEDA)	New York, USA
Precision Apex, Reliant & Olympian Series Exit Device	Indiana, USA
WiQ (Including WQX-PG/WAC, WQS-SWAT, WQD-12927/8/ACMO,WQC-NKT)	Indiana, USA
Stanley 4990 Low Energy Operator	Indiana, USA
5K/6K/7K Grade 2 Lockset Series	Taiwan
Stanley 4550/3550 Door Closers	Japan
Stanley 1650 Door Closers	Taiwan
Stanley 640 Series Continuous Hinges	Canada
Stanley 650 Series Continuous Hinges	Canada
Stanley 650HD Series Continuous Hinges	Canada
Stanley 660 Series Continuous Hinges	South Korea

If you need further information, please contact Jeff Huggins at 980-721-3536 or [jhuggins@stanleyworks.com](mailto:jhuggins@stanleyworks.com) or the undersigned at [tryan@stanleyworks.com](mailto:tryan@stanleyworks.com).

Stanley Security Solutions, Inc.: Corporate Headquarters: 6161 East 75<sup>th</sup> Street, Indianapolis, IN 46250  
 Ph: 317 849 2250 Fax: 317 806 3528  
[www.stanleysecurity.com](http://www.stanleysecurity.com)

*Title*  
*Date*

*Page 2 of 2*

Sincerely,

Thomas Ryan

Staples Community Subdivison

~~ST~~  
BEST ACCESS

DPMM

301 W. High St.

Room # 630

Jess City MO 65101-1

I FB NO: B12/2101

Req NO: NR 300 2200 2000

NOV 14 11 AM 10:05 GA-TPMM