MEMBERS OF COUNCIL

HON. KIM REYNOLDS GOVERNOR

HON. PAUL D. PATE SECRETARY OF STATE

HON. ROB SAND AUDITOR OF STATE

HON. ROBY SMITH TREASURER OF STATE

HON. MIKE NAIG SECRETARY OF AGRICULTURE

August 7, 2023

Accounting Department Office of the Treasurer Lucas Building 321 E 12th Street Des Moines, IA, 50319



CAPITOL BUILDING DES MOINES, IOWA 50319 PHONE: 515 281-5368

The Executive Council, in a meeting held on this date, approved payment of the following cost item:

This represents partial payment.

EXECUTIVE COUNCIL OF IOWA

Victoria Newton

Victoria Newton Executive Secretary

cc: Beth Skinner, Director, Department of Corrections Nicholas Lamb, Warden, Anamosa State Penitentiary Joel Lunde, Department of Management Linda Leto, Department of Management

OFFICE OF AUDITOR OF STATE



STATE OF IOWA

Rob Sand Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0004

Telephone (515) 281-5834 Facsimile (515) 281-6518

August 3, 2023

Victoria Newton Executive Council L O C A L

Subject: Damage to Various Systems due to Lightning Strike on March 5, 2023

Anamosa State Penitentiary - Department of Corrections

Claim Dated June 19, 2023

Total

AOS Claim ID: 3459

Documented request

In accordance with Executive Council policy, we have examined the invoices and supporting documentation for partial payment related to the damages and have found the items to be in order as shown below:

	1		
Execu	tive Council Allocation		\$ 153,389.20
Less:			
	Previous payments	\$ 0.00	
	This payment	 83,115.18	

Remaining Executive Council allocation \$ 70,274.02

We recommend reimbursement be made in the amount of \$83,115.18. This represents <u>partial</u> payment of the loss.

Sincerely,

Ernest H. Ruben, Jr., CPA Deputy Auditor of State

83,115.18

83,115.18



STATE OF IOWA

KIM REYNOLDS, GOVERNOR ADAM GREGG, LT. GOVERNOR DEPARTMENT OF CORRECTIONS BETH A. SKINNER, PhD, DIRECTOR ANAMOSA STATE PENITENTIARY NICHOLAS LAMB, WARDEN

July 18, 2023

Executive Council of Iowa State Capital Building Rm. 114 1007 E. Grand Ave. Des Moines, IA 50319

RE: 29C.20 Claim

Storm Damage March 5, 2023 - updated information

The Anamosa State Penitentiary sustained damage due to a lightning strike March 5, 2023. Repairs due to this damage that could have been completed by June 30, 2023 have been done. The Anamosa State Penitentiary paid the following vendors:

- 1. Control Installations of Iowa payment document PRC M4231898. The amount of payment was \$1,048.67. We are seeking reimbursement of \$599.24, which is the portion attributed to the lightning strike. The PRC was paid on 3/29/23. The accounting string used to pay the invoice was: 0001-243-1231-2479.
- 2. Cummins payment document PRC P4231990. The amount of payment was \$8,939.57, and we are seeking reimbursement of the same. The PRC was paid on 4/10/23. The accounting string used to pay the invoice was: 0001-243-1231-2513.
- 3. Grainger payment document M4231967 was paid on US Bank PRC B4231881. The amount of payment was \$431.25, and we are seeking reimbursement for the same. The PRC was paid on 4/6/23. The accounting string used to pay the invoice was: 0001-243-1231-2222.
- 4. Graybar Electric payment document M4232372 was paid on US Bank PRC B4232278. The amount of payment was \$849.36, and we are seeking reimbursement of the same. The PRC was paid on 6/9/23. The accounting string used to pay the invoice was: 0001-243-1231-2230.
- 5. Johnson Controls payment document M4232314. The amount of payment was \$70,000, and we are seeking reimbursement of the same. The PRC was paid on 7/5/23. The accounting string used to pay the invoice was: 0001-243-1231-2512.
- 6. Johnson Controls payment document M4232185. The amount of payment was \$1,908.00, and we are seeking reimbursement of the same. The PRC was paid on 4/10/23. The accounting string used to pay the invoice was: 0001-243-1231-2513.
- 7. Theisen's/John Deere Financial payment document M4232507. The amount of payment was \$387.76, and we are seeking reimbursement of the same. The GAX was paid on 6/2/23. The accounting string used to pay the invoice was: 0001-243-1474-K9-2299.

I have included the invoices and payment documents for the FY23 portion of this claim for a total of \$83,115.18. The total allocation request will be \$153,389.20, but the last portion of this storm repair with Johnson Controls for \$70,274.02 has not completed. We will submit a FY24 claim once this has been completed.

The mission of the Iowa Department of Corrections is: **Creating Opportunities for Safer Communities**

Please let me know if you need anything else, and thank you for your assistance with this claim.

Sincerely,

Jean Hall

Budget Analyst 2

CC:

Tammy Hollingsworth, State Auditor's Office Lisa Oswald, ASP Business Manager

Enclosures

S625I126U0000033

RUN SORT: 243 REPORT ID J625I126-REG SYSTEM IFAS THE FOLLOWING REGULAR WARRANTS
WERE ISSUED 07/05/2023

PAGE 33 DATE OF RUN 07/05/2023.186 TIME OF RUN 20.27.46

JUL 07 2023

NAME	DOCUMENT NUMBER			A	.ccou	IT NUMBER				REFER NUMB		WARRANT NUMBER	WARRANT AMOUNT
JOHN DEERE FINANCIAL	B4232748	0001	23	243 A	45 12	231	2210			00002	101605	72575513	20.67
JOHN DEERE FINANCIAL	B4232748	0001					2223				101605	72575513	23.98
JOHN DEERE FINANCIAL	B4232748	0001					2224			00002	101605	72575513	10.99
JOHN DEERE FINANCIAL	B4232748	0001					2226				101605	72575513	44.99
JOHN DEERE FINANCIAL	B4232748	0001					2229			00002	101605	72575513	39.74
JOHN DEERE FINANCIAL	B4232748	0001					2238				101605	72575513	75.30
JOHN DEERE FINANCIAL	B4232748	0001	23	243 A	45 12	31	2239			00002	101605	72575513	5.79
JOHN DEERE FINANCIAL	B4232748	0001	23	243 A	45 12	31	2279			00002	101605	72575513	5.98
JOHN DEERE FINANCIAL	B4232748	0001	23	243 A	45 12	31	2299			00002	101605	72575513	27.96
JOHN DEERE FINANCIAL	B4232748	0001	23	243 A	45 14	74 K9	2299			00002	101605	72575513	139.98
												\$	395.38×
HOYA OPTICAL LABS OF AM	H4232638-	0001	23	243 A	45 13	48	2242			00003	000585	72575515	18.72
HOYA OPTICAL LABS OF AM	H4232638	0001	23	243 A	45 13	48	2242			00003	000585	72575515	15.50
HOYA OPTICAL LABS OF AM	H4232638	0001	23	243 A	45 13	48	2242			00003	000585	72575515	15.60
HOYA OPTICAL LABS OF AM	H4232638	0001	23	243 A	45 13	48	2242			00003	000585	72575515	15.50
HOYA OPTICAL LABS OF AM	H4232638	0001	23	243 A	45 13	48	2242			00003	000585	72575515	18.72
HOYA OPTICAL LABS OF AM	H4232638	0001	23	243 A	45 13	48	2242			00003	000585	72575515	15.50
HOYA OPTICAL LABS OF AM	H4232638	0001	23	243 A	45 13	48	2242			00003	000585	72575515	18.72
HOYA OPTICAL LABS OF AM		0001	23	243 A	45 13	48	2242			00003	000585	72575515	15.50
												\$	133.76*
JOHNSON CONTROLS FIRE P	M4232314-	0001	23	243 A	45 12	231	2512			00002	139022	72575516	70,000.00×
								TOTAL	FOR	ORGN	1231	\$	70,255.40
								TOTAL	FOR	ORGN	1348	\$	133.76
								TOTAL		ORGN -ORGN	1474 K9	\$ \$	139.98 139.98
								mom 1.1					
								TOTAL	FOR	APPR		\$	70,529.14
								TOTAL	FOR	FUND	0001	\$	529.14, 50



PRC 243

M4232314 1

PAGE:

1 of 2

STATE OF IOWA PAYMENT REQUEST - COMMODITY BASED

BFY: 2023

FY: 2023

PERIOD: 13

CREATION DATE: 07-03-2023

DOCUMENT TOTAL: \$70,000.00

DOCUMENT DESCRIPTION:

Johnson Controls Fire Protection LP

Quote CPQ-393221 JCFP reference 650393221

ENTERED BY:

kglydew

LAST USER:

kglydew



PRC 243

M4232314 1

PAGE:

2 of 2

STATE OF IOWA **PAYMENT REQUEST - COMMODITY BASED**

VNDR LN:

VENDOR#: 00002139022

DISB TYPE: Check

AMOUNT:

\$70,000,00

Johnson Controls Fire Protection LP

SimplexGrinnell LP

Dept CH 10320

Palatine, IL 60055-0320

OVERRIDE ADDRESS:

INV#:

1.00000

VND INV DT:

TRACKING DT: 07-03-2023

COMM LN: 2

COMM#: 990

TYPE: Item

RECEIVED SERVICE

UNIT: EA

UNIT PRICE: 70,000.000000

FROM: 06-21-2023 TO: 06-21-2023

TOTAL: \$70,000.00

DISC UNIT PRICE: 70,000.000000

CONTRACT AMT:

QTY:

REF DOC: DO 243 REF VNDR LN: 1

REF COMM LN: 2

REF TYPE: FINAL

COMMODITY

SECURITY, FIRE, SAFETY, EMERGENCY SVCS (DISASTER RECOVERY)

M4232314

CL DESCRIPTION:

Security & Fire Protection Services

ACCT 1

243

BFY: 2023

PERIOD:

EVENT TYPE: AP01

LINE AMOUNT: \$70,000,00

REF DOC: DO

M4232314

REF VNDR LN: 1

REF ACTG LN: 1

REF TYPE: FINAL

CHECK DESCR:

Invoice #: 41650577; Bill To #: 320-054753601; Anamosa State Penitentiary

FY:

FUND

DEPT

ORGN / SUB

APPR

OBJIT / SUB

REV / SUB

0001

243

1231

A45

2512



D-U-N-S 09-4738007 FED. ID 58-2608861

DES MOINES 11318 Aurora Ave URBANDALE IA 503220000 Phone: (515) 278-4100

406 N High St

BILL TO: 320-054753601

ANAMOSA, IA 52205-0010

State of Iowa Corr Anamosa

INVOICE NO. 41650577

INVOICE DATE 06/16/2023

M4232314

TERMS

NET30

Schedule of Values

Johnson Controls Fire Protection LP

CUSTOMER PO

INVOICE TYPE

JUN 2 6 2023

PROJECT: 320-650393221 State of Iowa Corr Anamosa

406 N High St

ANAMOSA IA 52205-0010

INVOICE SUMMARY

TOTAL P.O. -

INVOICED TO DATE -DUE THIS INVOICE -

\$140,274.02 \$70,000.00 \$70,000.00

INVOICE SUBTOTAL -LESS RETAINAGE -SUBTOTAL -

\$70,000.00 \$0.00 \$70,000.00

REMAINING TO INVOICE

\$70,274.02

SALES TAX -

\$0.00

TOTAL INVOICE -

\$70,000.00

Please direct inquiries to our local branch office listed above.

PAY THIS AMOUNT

\$70,000.00

PROGRESS BILLING FORMS FOLLOW:

Comments



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS FORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

INVOICE AMOUNT

\$70,000.00

320-054753601 State of Iowa Corr Anamosa BILL TO:

INVOICE NUMBER 41650577

SHIP TO 320-054753601 State of Iowa Corr Anamosa

06/16/2023 INVOICE DATE

CUSTOMER P.O. M4232314

Johnson Controls Fire Protection LP Dept. CH 10320

Palatine, IL 60055-0320

3007000000741650577

TERMS AND CONDITIONS OF SALE

- **1. Acknowledgement.** Customer acknowledges and agrees that equipment or services provided pursuant to this invoice shall be provided pursuant to the terms and conditions hereof, unless otherwise provided pursuant to an executed agreement between the parties.
- **2. Payment.** Payment shall be made in accordance with the terms designated on this invoice. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.
- 3. Security Interest. Customer grants to Johnson Controls Fire Protection LP ("Company") and Company retains a security interest in all equipment shipped pursuant to this invoice and proceeds thereof until Customer shall have made full payment. In the event of Customer's failure to make payment of any amount when due, the entire balance shall become due and payable immediately. In case of default, Company shall have the right to take possession of the equipment immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said equipment. Customer shall not sell (except in the ordinary course of business), mortgage, pledge or lease said equipment without prior permission of Company.
- 4. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Company's liability shall be limited to repair or replacement of equipment that Company's inspection discloses is defective. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. This warranty does not apply to equipment that has been subjected to abuse, mishandling, improper use or installation by any third party.
- 5. No Acceptance. Issuance of this invoice shall not be construed as an acceptance of the terms or conditions of any Customer purchase order or like document, or any certification of any kind by Company.
- 6. Taxes. Customer shall pay any tax, however designated, levied or based.
- 7. General. If any provision of this invoice is held by any court or other competent authority to be void or unenforceable in whole or in part, this invoice will continue to be valid as to the other provisions and the remainder of the affected provision. It is agreed that no suit, or cause of action or other proceeding shall be brought against. Company more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this invoice.



APPLICATION AND CERTIFICATE FOR PAYMENT

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9	2

State of Iowa Corr Anamosa 406 N High St ANAMOSA IA 52205-0010

From Contractor:

11318 Aurora Ave URBANDALE IA 503220000 Phone: (515) 278-4100 DES MOINES

] [zr			
NAME	Penitentiar	ER P.O.	314	
PROJECT NAME	State	CUSTOMER P.O.	M4232314	
	Anamosa			

DISTRIBUTION	Owner	Archit	Contra	
APPLICATION NO.	00001	INVOICE DATE	06/16/2023	PERIOD TO: 06/15/2023
PROJECT NO.	650393221	INVOICE NO	41650577	

ntractor

chitect

TION LIST:

Application is made for Payment, as shown above, in connection with the Contract CONTRACTOR'S APPLICATION FOR PAYMENT

information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates For Payment were issued and

payments received from the Owner, and that current payment shown herein is now due.

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

Continuation Sheet is attached.

- Net Change by Change Orders Original Contract Sum 11.
 - Total Completed & Stored to Contract Sum to Date
 - RETAINAGE of Work Complete
- Total Earned Less RETAINAGE Less Previous Certificates
- Current Payment before Sales Tax Sales Tax

\$70,000.00

- Total Current Payment Due Including Sales Tax Balance to Finish, Not Including Sales Tax

- CONTRACTOR: Johnson Controls Fire Protection LP By: Killy Stape State of: \$70,000.00 \$0.00 SO.00 \$140,274.02 \$70,000.00 \$140,274,02
- \$70,000.00

- Date: Le 11.0/25 County of: L'OULESTEE
 - Day of Suno 32, Subscribed and sworn to before me this 100 Notary Public: @183/2n My Commission expires: Comen

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the quality of the Work is in accordance with the Contract Documents, and the the Architect's knowledge, information and belief the Work has progressed as indicated, Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$0.00

\$0.00 \$0.00

CHANGE ORDER:

BY

NET CHANGES

TOTALS:

\$0.00

\$0.00

IN PREVIOUS MONTH BY OWNER:

TOTAL CHANGES APPROVED

TOTALS APPROVED THIS MONTH:

DEDUCTIONS

ADDITIONS

SUMMARY

ORDER

CHANGE

\$0.00 \$0.00

Attach explanation if amount certified differs from the amount applied for.

ARCHITECT:

2.5	7
Date:	4
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	+0
	This Contifeets is not assettly The AM
By:	 E

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Emily 3. White NOTARY PUBLIC Commonwealth of Massachusetts My Commission Expires 2/23/2029

APPLICATION AND CERTIFICATE FOR PAYMENT DETAIL PAGE

To Owner:

State of Iowa Corr Anamosa 406 N High St ANAMOSA IA 52205-0010

From Contractor:

DES MOINES 11318 Aurora Ave URBANDALE IA 503220000 Phone: (515) 278-4100

State Penitentiary PROJECT NAME CUSTOMER PO. M4232314 Anamosa

650393221 PROJECT NO.

APPLICATION NO

00001

PERIOD TO:

06/16/2023

41650577

INVOICE NO.

INVOICE DATE

06/15/2023

Ь	RETAINAGE TO DATE	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	00.00
SBAYES A	BALANCE TO FINISH	\$5,506.85 \$24,776.28 \$1,712.15 \$6,781.30 \$22,659.37 \$627.60 \$8,210.47	\$70,274.02
н	010	92.71% 0.00% 0.00% 0.00% 0.00%	49.90%
Đ	TOTAL COMPLETED AND STORED	\$0.00°,00°,00°,00°,00°,00°,00°,00°,00°,00	\$70,000.00
[2 ₄	MATERIAL STORED	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00
ᅜ	THIS PERIOD	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$70,000.00
Q	PREVIOUS APPLICATION	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00
υ	SCHEDULED VALUE	\$75,506.85 \$24,776.28 \$1,712.15 \$6,781.30 \$22,659.37 \$627.60 \$8,210.47	\$140,274.02
ď	DESCRIPTION OF WORK	FIRE ALARM Material FIRE ALARM Commissioning Labor FIRE ALARM Preparation Labor FIRE ALARM Project Management FIRE ALARM Electrical Install FIRE ALARM Electrical Install	SUBTOTAL:
A	ITEM	00001 00002 00004 00005 00006	



STATE OF IOWA DELIVERY ORDER

DO 243

M4232314

MA# 005

20003A

FISCAL YEAR:

2023

DATE:

05/02/2023

PAGE:

1 of 2

ABOVE ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND CORRESPONDENCE.

ALL GOODS & SERVICES ORDERED ON THIS PURCHASE ORDER DOCUMENT MUST BE RECEIVED BY THE RECEIVING AGENCY NO LATER THAN JUNE 30 AND ALL INVOICES AGAINST THESE DELIVERIES MUST BE RECEIVED BY THE RECEIVING AGENCY AS SOON AS POSSIBLE (AFTER DELIVERY) SO THAT WE MAY CLOSE OUT OUR FISCAL YEAR IN A TIMELY MANNER. THANK YOU.

AD001

VENDOR:

ADDR ID:

Johnson Controls Fire Protection LP

VENDOR CONTACT:

ISSUER:

SimplexGrinnell LP

Dept CH 10320

VENDOR:

APPROVED BY:

DEANNA BAUER

JILL KENNEBECK

PHONE:

402-334-5635

Jill.Kennebeck@iowa.gov

EXT:

EMAIL:

319-462-3504

Palatine, IL 60055-0320

VENDOR #: 00002139022

DESCRIPTION OF ITEMS CONTRACTED

Maintenance/Huffman

Quote CPQ-393221 JCFP reference 650393221

10,000.00

TOTAL

This Delivery Order is subject to the terms
 and conditions agreed to in the Master
Agreement referenced above.



STATE OF IOWA **DELIVERY ORDER**

DO 243

M4232314

MA# 005

20003A

FISCAL YEAR:

2023

DATE:

05/02/2023

PAGE:

of

ABOVE ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND CORRESPONDENCE.

SHIP TO: ANAMOSA ST PENITENTIARY

BILL TO: ANAMOSA ST PENITENTIARY

406 N HIGH ST

406 N HIGH ST

ANAMOSA, IA 52205

ANAMOSA, IA 52205

FOB: FOB Dest, Freight Prepaid **DELIVERY DATE: DELIVERY TYPE:**

LINE NO.	LINE TYPE \ SERVICE DATES	COMMODITY / DESCRIPTION	QUANTITY		UNIT COST / DISCOUNTED UNIT COST / LIST COST	ITEM TOTAL AMT / CONTRACT AMT
1	Item	990	1.00000	EA	\$ 140,274.020000 \$ 140.274.020000	\$ 140,274.02 \$ 0.00
	FROM				\$ 0.000000	ψ 0.50

REF DOC:

TO

REF VNDR LN: 0

REF COMM LN: 0

US

REF TYPE: PARTIAL

SECURITY, FIRE, SAFETY, EMERGENCY SVCS (DISASTER RECOVERY)

Security & Fire Protection Services

The Johnson Controls Reference number listed on the project quote should be included on the DO. Replace fire alarm wiring damaged by lightning strike on March 5, 2023 per scope of work under quote #CPQ-293221.



Packing Slip
Anamosa State Penitentiary
PO# M4232314 #650393221

FOR WHILESET HOSOSSELL								
Line	Item	Description	Order Qty	Shipped Qty				
1	2081-9296	12V 50AH 9.04"LX5.45"DX8.	2	1				
2	4081-9004	EOL, 6.8K 1/2W	5	5				
3	4090-9001	IAM SUPERVISED IDNET	5	5				
4	4090-9007	ADDRESSABLE SIGNAL ZAM	11	1				
5	4090-9101	ZAM CLASS B MONITOR, IDNET	21	1				
6	4090-9101	ZAM CLASS B MONITOR, IDNET	21	10				
7	4090-9807	COVER, IAM, SG, SURFACE	5	5				
8	4090-9810	BRACKET, IAM	5	5				
9	4090-9813	4 11/16" BOX ADAPTER PLAT	21	21				
10	4098-9714	SSD PHOTO SENSOR	7	3				
11	4098-9792	SSD SENSOR BASE	7	7				
12	4099-9004	STATION-LED, SA ADDR	50	250				
13	4100-0637	AUDIO BOX TO BOX HARNESS KIT	1	1				
14	4100-9706	ES-PS MSTRCNTLR TSD	1	1				
15	4100-9921	4100U RETRO KT 2 BAY BGE GLS D	1	1				
16	4100-9925	4100ES RETROKT 2 BAY BGE	1	1				
17	734-008	4100U PDI PWR/COM HARNESS	1	1				
18	734-051	PDI HARNESS RPS/XSPS 4100	2	2				
19	4100-9921	4100U RETRO KT 2 BAY BGE GLS D	1	1				
		Waiting on	- 27.46					
1	2099-9828	INSTITUTIONAL COVER KIT	50	0				

Rend 6-21.23

David 3 Danson

Anamosa State Penitentiary Request for Purchase

Purchase Order #:	<u></u>	
Date:	4/26/2023	Requested by: Huffman
Department:	Maintenance	Ext.: 2250
Department Order #:	0×	Approved by:
Reason Ordering	Replcaement of lightning damaged system 3/5/23	by
Contract and/or Ref. Info.	#030421-JHN Reference # 650393221	v
Suggested Source:	Simplex/Johnson Control	Vendor ID
Complete Address:		Phone #
		Fax #

Cont. Line	Comm. Code	Quantity	Unit Pack	Description	Each Price	Total Price
		1	each	Replace all fire alarm wiring damaged by lightning strike	140274.02	\$ 140,274.02
				to include all work		\$
				See attached quote for scope of work		\$
						\$ -
						\$
						\$
				,		\$ -
						\$
	7).					\$ -
						\$ -
	, iii					\$ -
				2		\$ -
						\$
						\$ -
						\$
						\$
						\$ -
						\$ -
					Total	\$ 140,274.02

1231-2512

Johnson (Controls



Johnson Controls Fire Protection LP Quotation

To: State Of Iowa Corr Anamosa 406 N HIGH ST ANAMOSA, IA 52205-0010 Project: Anamosa State Penitentiary Lightning Damage -

CPQ-393221

Johnson Controls Reference: 650393221

Proposal #: 1 Date: 04/19/2023 Page: 2 of 13

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Dear sir or Madam:

Scope of work:

Fire Alarm

- · JCFP will provide devices to replace lightning damaged system.
- JCFP will replace 2 mapnet cards with 2 IDNet cards since Mapnet cards are no longer available.
 JCFP will replace all devices on the Mapnet channels as they will not work with IDNet.
- JCFP is providing new Lightning protection to out buildings.
- JCFP will not replace any devices that are not tied directly to IDNet. If a devices is bad when hooked to new devices, JCFP will provide information on what is required to fix peripheral devices.
- JCFP program new devices into the fire alarm system.
- JCFP will provide Permit to State of Iowa for work. (No submittal)
- Electrical Contractor (provided by Johnson Controls Fire Protection) will install all devices and provide all raceways, boxes, and all wire.
- JCFP will test system with the assistance of Electrical Contractor.
- JCFP will provide one year warranty on all parts for the fire alarm system. Warranty is 8:00 AM to 5:00 PM weekdays (excluding holidays). If an issue arises outside this time frame, JCFP will charge straight time for this work.

Delays, Costs, and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or



unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain addition terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document the the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Please contact me with any questions at 319-533-1221.

Thank you,

David Johnson



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Proposal #: 1 Date: 04/19/2023 Page: 4 of 13

	MODEL	
QTY	NUMBER	DESCRIPTION

Lightning Damage

Material List

7 4098-9714 PHOTO SENSOR
 7 4098-9792 SENSOR BASE

50 4099-9004 STATION-LED, SA ADDR
 50 2099-9828 INSTITUTIONAL COVER KIT

5 4090-9001 SUPERVISED IAM

5 4090-9807 COVER-ADDRESS MODULE SURFACE

5 4090-9810 BRACKET, IAM 5 4081-9004 EOL, 6.8K 1/2W

21 4090-9101 ZAM CLASS B MONITOR, IDNET

21 4090-9813 "4 11/16"" BOX ADAPTER PLATE"

6 DTK-2MHLP36BWB Field Replaceable Suppression

Internal Labor

4090-9007

11

PM LAB PROJECT/CONSTRUCTION MGMT

ADDRESSABLE SIGNAL MODULE

PREP LAB PRE-SITE PREPARATION LABOR

COMM LAB COMMISSIONING LABOR

Electrical Install

DPSUB SUBCONTRACTING LABOR

State of Iowa Permit

DPSVC DP SVCS (PERMITS/FEES/BONDS)

Misc

1 DPFA DP FIRE ALARM

Panel Replacement-Lightning Damage

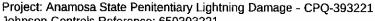
Anamosa State P

4100-0706

1	4100-3700	ES-ES MOTRONTER TOD
1	41002152	2Bay Glass Dr Pkg Factory Only
1	41007905	FACTORY BUILT-MAIN CONFIGURED
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	41002162	INDICATOR ONLY 2 BAY SOLID

ES-DS MSTDCNTLD TSD

Fire, Security, Communications, Sales & Service Offices & Representatives in Principal Cities throughout North America



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QTY	MODEL NUMBER	DESCRIPTION
3	4100-5402	ES-XPS POWER SUPPLY
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE
1	4100-3117	MSTR CTLR IDNET2, FACTORY ONLY
2	4100-5013	8 POINT ZONE/RELAY MODULE
5	4100-3109	IDNET2 250PT 2 LOOP MODULE
6	4100-0644	120V ES-PS PDM HARNESS
2	4100-0634	POWER DISTRIBUTION MODULE 120\
6	4100-5131	ES-PS FAN MODULE
2	4100-5401	ES-PS POWER SUPPLY
4	4100-5450	NAC CARD
8	4100-1279	2 BLANK DISPLAY MODULE
1	4100-0636	BOX TO BOX HARNESS KIT
2	4100-5128	BATTERY DIST TERM MODULE
	Internal Labor	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR
	COMM LAB	COMMISSIONING LABOR
	Electrical Install	
	DPSUB	SUBCONTRACTING LABOR
	Additional Parts	
1	4100-9921	4100ES RETROKT 2 BAY BGE GLS D
1	4100-9925	4100ES RETROKT 2 BAY BGE SLD D
1	4100-0637	AUDIO BOX TO BOX HARNESS KIT
1	734-008	PDI PWR/COM HARNESS
2	734-051	4100U/ES PDI HARNESS
2	2081-9296	BATTERY 50AH

Total net selling price, FOB shipping point, \$140,274.02

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Johnson Controls



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Payment Options:

Johnson Controls Capital Funding Solutions

<u>Equipment Finance Agreement:</u> Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes
For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.



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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance, in accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above. To ensure that JCI is compliant with your company's billing requirements, please provide the following information: PO is required to facilitate billing: NO: This signed contract satisfies requirement YES: Please reference this PO Number: NO: Please submit invoices via mail			
NO: Please submit invoices via			
W. T.			
Offered By:	Accepted By: (Customer)		
Johnson Controls Fire Protection LP	Company:		
11318 Aurora Ave.	Address:		
Urbandale , IA 50322 Signature:			
Telephone:	Title:		
Representative:	Date:		
Email: david.3.johnson@jci.com			



Project: Anamosa State Penitentiary Lightning Damage - CPQ-393221 Johnson Controls Reference: 650393221

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TERMS AND CONDITIONS (Rev. 9/22) 1. Payment and invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement, Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement, Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for nonpayment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

- 2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit
- 3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"), If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer,

increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similiar charges imposed and/ or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by thos Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any

regardiess of Customers acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steet, alluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work, Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal. state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer,

6.Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites.



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liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be tiable for any damage, loss, injury, or any other claim arising from any servicing, alterations. modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems, The limitations of liability set forth in this Agreement shall inure to the benefit of all parents. subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("OATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law. Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25,2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention, This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date, If, upon initial inspection. Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. ANY INSPECTION(AND, IF SPECIFIED. TESTING/PROVIDED LINDER THIS AGREEMENT. DOES NOT INCLUDE ANY MAINTENANCE. REPIARS ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOVER, NONR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIES BY COMPANY TO CUSTOMER, COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM, THIS AGREEMENT DOES NOT COVER SYSTEMS, EOIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING. 9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, etectrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date, If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement:
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing backups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
- 10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
- 11. tructure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to



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support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are defivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this

- 12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

 13. Hazardous Materials. Customer represents that, except to the extent that Company has been given
- written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:
- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur.
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease.
- need for air monitoring, respiratory protection, or other medical risk.
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed

under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made sale by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, including without limitation firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services, Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services. 14, COVID-19 Vaccination, Company expressly disclaims any requirement, understanding o agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation. Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52,223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company. 15. Occupational Health and Safety/OSHA

Compliance. Customer shall indemnify and hold
Company harmless from and against any and all
claims, demands and/or damages arising in whole or
in part from the enforcement of applicable laws
regarding occupational health and safety for work
performed in Canada or the Occupational Safety
Health Act for work performed by Company in the
United States. (and any amendments or changes
thereto) unless said claims, demands or damages are
a direct result of causes within the exclusive control of
Company.

- 16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.
- 17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).
- 18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required. 19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

- 20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.
- 21. Back charges, No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.
- 22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card



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readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s). Customer shall remove or replace such device or equipment promptly upon notice from Company, Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement, If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment. 22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s). equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer. 23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System. such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects. which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREINDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing, in the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or

subject to the availability of service personnel and

parts, as determined by Company. Company warrants

expendable items, including, but not limited to, video

and print heads, television camera tubes, video



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recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperty pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge, if Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable,

including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances. or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement, Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event. 32. One-Year Claims Limitation; Choice of Law.

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

- 33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent,
- 34. Entire Agreement. The parties intend this
 Agreement, together with any attachments or Riders
 (collectively the "Agreement) to be the final, complete
 and exclusive expression of their Agreement and the
 terms and conditions thereof. This Agreement
 supersedes all prior representations, understandings
 or agreements between the parties, written or oral,
 and shall constitute the sole terms and conditions of
 sale for all equipment and services. No waiver,
 change, or modification of any terms or conditions of
 this Agreement shall be binding on Company unless
 made in writing and signed by an Authorized
 Representative of Company.
- 35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.
- 36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.
- 37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and

For Customers located in the United States, the laws

of Wisconsin shall govern the validity, enforceability,

and interpretation of this Agreement, without regard to

conflicts of law. For customers located in Canada, this

agreement shall be governed by and be construed in

accordance with the laws of Ontario. The parties



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Software related professional services in effect from time to time at https://www.jphnsoncontrols.com/ techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software, The Software that is licensed hereunder is licensed. subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term, To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy.Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https:// www.johnsoncontrols.com/privacy, Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law. Customer consents to such collection. processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent. 41. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814, Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system, Failure by the licensee, without legal excuse, to substantially commence work within 20 days from

the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S.

Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Bivd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Request for Procurement Approval Form Equipment, Services, and Information Technology

Department of Management and Office of the Chief Information Officer

Pursuant to 129–10.7(8B) Approval process for participating agencies

SECTION 1: PARTICIPATING AGENCY INFORMATION			
Agency Name:	Corrections		
Point of Contact Name:	Jill Kennebeck		
Point of Contact Email:	jill.kennebeck@iowa.gov		
Point of Contact Phone:	319-462-3504		

SECTION 2: AMOUNT AND FUNDING SOURCE			
Amount More than \$100,000			
Type of Procurement	NOT Information Technology		

SECTION 3: PROCUREMENT REQUEST INFORMATION			
Procurement Type:	Hardware/Software Professional Services Maintenance/Support Managed Services		
Funding Source:	29C Claim		
Accounting String:	0001-243-1231-2512		
Estimated State Funds:	\$140,274.02		
Estimated Other Funds:	\$0.00		
Estimated Federal Funds:	\$0.00		
Estimated Total Cost:	\$140,274.02		
Are there ongoing costs for this procurement?	No		
Describe any ongoing costs:	NA		

SECTION 4: BRIEF DESCRIPTION OF PROCUREMENT REQUEST Describe what is to be procured and why it is needed. Anamosa State Penitentiary sustained damage from lightning strike on March 5, 2023 which affected our fire protection system. We have been able to make some repairs ourselves but some areas of the institution are without protection at this time. The control panel was mainly damaged and parts are obsolete. Due to safety concerns, repairs are needed to address the issues on the fie alarm by hiring Johnson Controls Fire Protection.

SECTION 5: PROCUREMENT VEHICLE

Existing Master Agreement Contract Number: 20003A
Competitive Bid Selection Process (RFP, RFB, etc.) Other (Please explain):
Emergency Procurement Sole Source Procurement

Certification and Acknowledgement (For sole source and emergency procurements only)

By checking the Emergency Procurement or Sole Source Procurement box above, the requesting purchasing entity certifies that the head of the purchasing entity has signed the emergency or sole source justification form, which form is attached to this Request for Approval.

The requesting purchasing entity additionally acknowledges its understanding that the burden of justification for an emergency or sole source procurement is the sole responsibility of the head of the requesting purchasing entity. <u>lowa Admin. Code r. 129–10.3(1)(f)(2). 129–10.3(1)(f)(3).</u>

Any approval granted pursuant to this Approval Form is limited exclusively to the scope and substance of the requested acquisition and shall not be construed as an approval of the substance of the Sole Source Procurement or Emergency Procurement form itself.

STOP:

If this procurement is NOT related to Information Technology, please skip to Section 9: Submission.

SECTION 6: PROJECT INFO A project is a body of work with a Information Technology. A project ha upgrades are not considered IT project \$25,000 is required to be submitted for	a specified scope, budget, and tin as both a beginning and an end o cts for purposes of this reporting re	neline, involving or related to date. Ongoing maintenance or
Is this an IT Project?		
Project Title:		
Project Manager:	<u> </u>	
Project Sponsor:		
Executive Sponsor:		
Budget:		
Start Date:	End Date:	
Are more than 750 hours of agend	cy staff time required to comple	ete the project?
Where will the software/hardware/Will the requested software/hardw		integrate, or
interoperate with existing State (Please describe)		

ls the data subject to state or federal regulatory requirements? Please specify the types of data to be processed or stored. (Select all that apply)		
Criminal Justice Information Services Data (CJIS) Federal Educational Rights and Privacy Act (FERPA)		
Federal Tax Information (FTI)		
Health Insurance Portability and Accountability Act (F	ΠΡΔΑ)	
Personally Identifiable Information (PII)		
Social Security Administration Information (data recei	ived directly by SSA)	
Other (Please explain):		

SECTION 9: SUBMISSION

After completing the above, the next step is to sign and send this to either the agency's DOM contact or to Pearson Skepnek at OCIO.

If this is an IT project select Pearson. Skepnek@iowa.gov

If this is NOT an IT project select your specific DOM agency contact email.

When you "Sign and Submit," in addition to selecting your DOM contact or Pearson, you will be prompted to provide the name and email address of your agency's Finance Officer and Department Director.

Submitter Name	Signature	Date
Jill Kennebeck	Jill Kennebeck	04-28-2023
Department Finance Officer	Signature	Date:
Steve Dick	Ature Duk	04-28-2023
Department Director	Signature	Date:
Beth Skinner	Beth Skinner	05-01-2023

OFFICE USE ONLY			
	DOM Review or OCIO Procu	rement	
Approved	45191144 via SeumiviseEova.com Denatis. Hort. ©iona.gov 809. 49481581 1115-451 8 8420 470405671882		05-01-2023
	DOM Director or CIO		
of transports			
Approved	ASigned via Country of Country Country Kraig Paulsen Fog. 3334 (1645-1645-4475-8692) (441-9457)		05-01-2023
	DOM Director		
Approved	eligred via Sparileasbock.com Kraig Paulsen Kny: 1432798.34698-4b09.4444.65833491.7282		05-01-2023
	erag () i risto de situativo con qualitari en antica e estado e estado e estado e estado e estado e estado e e		