



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

## Executive Council of Iowa

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

January 9, 2024

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

The Executive Council, in a meeting held on today's date, approved the Department of Corrections – Anamosa State Penitentiary:

- O. An emergency allocation and reimbursement in the amount of \$3,699.86. On April 21, 2023, high winds caused a power outage and damage to generators and equipment. Request was to cover repair costs. This represents partial payment as an additional request will be submitted when further repairs are completed.
- P. A supplemental emergency allocation and payment in the amount of \$9,000.00. This brings to total allocation to \$12,699.86. On April 21, 2023, high winds caused a power outage and damage to generators and equipment. Request was to cover repair costs. This represents partial payment as an additional request will be submitted when all repairs are completed.

EXECUTIVE COUNCIL OF IOWA

*Victoria Newton*

Victoria Newton  
Executive Secretary

cc: Beth Skinner, Director, Department of Corrections  
Bradley Hoenig, Interim Warden, Anamosa State Penitentiary  
Jean Hall, Budget Analyst 2, Anamosa State Penitentiary  
Matt Bender, Department of Management

AOS Claim # 3504  
TOS Job # \_\_\_\_\_



**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

December 4, 2023

Victoria Newton  
Executive Council  
L O C A L

Subject: Damage to Generators/Equipment due to High Winds and Power Outage  
on April 21, 2023  
Anamosa State Penitentiary – Department of Corrections  
Claim Dated July 21, 2023  
AOS Claim ID: 3504

In accordance with Executive Council policy, we have examined the claim for 29C.20 funds for the above-mentioned damage. It is our conclusion that the above-mentioned damage incurred by the Anamosa State Penitentiary – Department of Corrections is covered by Chapter 29C.20 of the Code of Iowa. Therefore, we recommend a second Executive Council allocation and payment in the amount of \$9,000.00, which increases the total allocation to \$12,699.86. This represents partial allocation and payment on the loss, as an additional request will be submitted when all repairs are completed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernest H. Ruben, Jr.".

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

cc: Beth Skinner, Director, Department of Corrections  
Bradley Hoenig, Interim Warden, Anamosa State Penitentiary  
Jean Hall, Budget Analyst 2, Anamosa State Penitentiary



# 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 21, 2023

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

RE: 29C.20 Claim  
Storm Damage April 21, 2023

The Anamosa State Penitentiary sustained damage due to a wind storm April 21, 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. Electric Pump – payment document PRC P4232379A. The amount of payment was \$882.50, and we are seeking reimbursement of the same. The PRC was paid on 5/8/23. The accounting string used to pay the invoice was: 0001-243-1231-2230.
2. Grainger – payment document P4232426 was paid on US Bank PRC B4232278. The amount of payment was \$578.53, and we are seeking reimbursement for the same. The PRC was paid on 6/9/23. The accounting string used to pay the invoice was: 0001-243-1231-2230.
3. Siemen's - payment document P4232421. The amount of payment was \$2,081.50, and we are seeking reimbursement of the same. The PRC was paid on 5/16/23. The accounting string used to pay the invoice was: 0001-243-1231-2513.
4. Van Meter - payment document P4232355 was paid on US Bank PRC B4232278. The amount of payment was \$157.33, 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.

I have included the invoices and payment documents for the FY23 portion of this claim for a total of \$3,699.86. We currently have a quote from Shermco Industries for \$9,000 to repair the breaker (quote attached), and are currently working with Johnson Controls to find a solution to repair the fire alarm remote monitoring station. I will send the quote once we receive it. Both of these companies will be paid in FY24. A FY24 claim will be submitted once the work has been completed.

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

Sincerely,

A handwritten signature in black ink that reads "Jean Hall".

Jean Hall  
Budget Analyst 2

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

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

Anamosa State Penitentiary  
 29C.20 Claim  
 High Winds 4/21/2023

Expenses incurred								
	Vendor	Description	Amount	Document	US Bank	Paid Date	Warrant #	Coding
FY23	Electric Pump	booster pumps at wellhouse	\$ 882.50	P4232379A		5/8/2023	72479439	0001-243-A45-1231-2230
FY23	Grainger	exhaust fan for sewer building	\$ 578.53	P4232426	B4232278	6/9/2023	85923760	0001-243-A45-1231-2230
FY23	Siemen's	troubleshoot & repair for sewer bldg	\$ 2,081.50	P4232421		5/16/2023	85902101	0001-243-A45-1231-2513
FY23	Van Meter	delay timer in power house	\$ 157.33	P4232355	B4232278	6/9/2023	85923760	0001-243-A45-1231-2230
<b>Total of FY23 expenses</b>			<b>\$ 3,699.86</b>					
FY24	Johnson Controls/JCI	fire alarm remote monitoring station	quote rec'd 8/4/23	\$ 88,592.94				0001-243-A45-1231-2230
FY24	Shermco Industries Inc.	repair breaker		\$ 9,000.00	M4240204			0001-243-A45-1231-2513
<b>Total of FY24 expenses</b>			<b>\$ 97,592.94</b>					
			\$ 101,292.80	as of 8/25/23				

Requested FY23 Reimbursement \$ 3,699.86  
 Remaining FY24 Expenses \$ 97,592.94  
 \$ 101,292.80

REIMBURSEMENTS

\$ -

RUN SORT: 243  
REPORT ID J625I126-REG  
SYSTEM IFAS

S625I12600000036  
THE FOLLOWING REGULAR WARRANTS  
WERE ISSUED 05/08/2023

PAGE 36  
DATE OF RUN 05/08/2023.128  
TIME OF RUN 19.27.57

MAY 10 2023

NAME	DOCUMENT NUMBER	ACCOUNT NUMBER	REFERENCE NUMBER	WARRANT NUMBER	WARRANT AMOUNT
ST LUKES JONES REGIONAL	H4232382	0001 23 243 A45 1348	00002124481	72479437	4,750.12*
WORLDWIDE TRAVEL STAFFI	H4232383	0001 23 243 A45 1346	00002090747	72479438	1,961.48*
ELECTRIC PUMP INC	P4232379A	0001 23 243 A45 1231	00003196224	72479439	882.50*
BLACK HILLS UTILITY HOL	B4232401	0001 23 243 A45 1231	00003015755	85895739	1,042.74*
TOTAL FOR ORGN			1231	\$	1,925.24
TOTAL FOR ORGN			1346	\$	1,961.48
TOTAL FOR ORGN			1348	\$	4,750.12
TOTAL FOR APPR				\$	8,636.84
TOTAL FOR FUND			0001	\$	8,636.84
TOTAL FOR AGENCY			243	\$	8,636.84

Mailed 5/11/23



PRC 243

P4232379A 1

PAGE: 1 of 2

STATE OF IOWA  
PAYMENT REQUEST - COMMODITY BASED

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BFY:                    FY:                    PERIOD:

CREATION DATE: 05-08-2023  
DOCUMENT TOTAL: \$882.50

DOCUMENT DESCRIPTION:

**Electric Pump Inc**

Refer to Quote #0151125

ENTERED BY: **kglydew**

LAST USER: **kglydew**

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PRC 243

P4232379A 1

PAGE: 2 of 2

STATE OF IOWA
PAYMENT REQUEST - COMMODITY BASED

VNDR LN: 1 VENDOR#: 00003196224 DISB TYPE: Check AMOUNT: \$882.50
Electric Pump Inc

4280 E 14th St
Des Moines, IA 50313-2604
OVERRIDE ADDRESS:

INV#: VND INV DT: TRACKING DT: 05-08-2023

COMM LN: 1 COMM#: 96296 TYPE: Service RECEIVED SERVICE
FROM: 04-27-2023 TO: 04-27-2023
QTY: 0.00000 UNIT: UNIT PRICE: 0.000000 TOTAL: \$882.50
DISC UNIT PRICE: 0.000000 CONTRACT AMT: \$882.50

REF DOC: PO 243 P4232379A REF VNDR LN: 1 REF COMM LN: 1 REF TYPE: FINAL

COMMODITY
Well Services (Including Oil, Gas, and Water): Drilling, Plu
CL DESCRIPTION:
Well Services (Including Oil, Gas, and Water): Drilling, Plu

ACCT 1 BFY: 2023 FY: PERIOD: EVENT TYPE: AP01 LINE AMOUNT: \$882.50
REF DOC: PO 243 P4232379A REF VNDR LN: 1 REF ACTG LN: 1 REF TYPE: FINAL

CHECK DESCR:
Invoice #: 0901123-IN, Customer #: 4623504; Anamosa State Penitentiary

FUND DEPT ORGN / SUB APPR OBJIT / SUB REV / SUB
0001 243 1231 A45 2230

INVOICE



4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0901123-IN

INVOICE DATE: 5/2/2023

ORDER NUMBER:

SHIPMENT DATE: 5/2/2023

SALESPERSON: BRIAN FROST

CUSTOMER NO: 4623504

SOLD BY: SBG

SOLD TO:  
ANAMOSA STATE PENITENTIARY  
406 NORTH HIGH STREET  
ANAMOSA, IA 52205  
United States

SHIP TO:  
ANAMOSA STATE PENITENTIARY  
406 NORTH HIGH STREET  
ANAMOSA, IA 52205  
United States

CONFIRM TO:

REFERENCE:

4/27/23 SVC CALL STATE PEN

CUSTOMER P.O.: TOM GREIF      FOB: ORIGIN      SHIP VIA: OUR TRUCK      Terms: Net 30 Days

ITEM NO.	ORDERED	SHIPPED	BACK ORD	PRICE	UNIT	AMOUNT
4/27/23 SVC CALL STATE PENITENTIARY						
EMERGENCY CALL FOR 3 BOOSTER PUMPS THAT WERE NOT RUNNING. FOUND THAT THERE WAS NOT ANY CONTROL POWER. BAD TIMING RELAY WOULD NOT MAKE CONTACT WHEN ACTIVATED. JUMPERED THE CONTACT FOR TEMPORARY SOLUTION. CUSTOMER IS ORDERING A NEW TIMING RELAY.						
/TCAW	2.50	2.50	0.00	140.00	HOUR	350.00
TRAVEL-ARCHIE WILLIAMS						
/MLAW	130.00	130.00	0.00	1.50	MILE	195.00
MILEAGE-ARCHIE WILLIAMS						
/SURCHARGE	130.00	130.00	0.00	0.75	MILE	97.50
FUEL SURCHARGE						
/SCAW	1.50	1.50	0.00	160.00	HOUR	240.00
SERVICE CALL-ARCHIE WILLIAMS						

\*\*\* 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 \*\*\*

All return goods must have written approval from Electric Pump, before returning.  
Credit will not be issued without written approval : if applicable there will be a Restock Fee.

A 1.5% LATE CHARGE WILL BE ADDED TO ACCOUNTS 30 DAYS AND OLDER.

Net Invoice:	882.50
Freight:	0.00
Sales Tax:	0.00
<b>Invoice Total:</b>	<b>882.50</b>

CUSTOMER





STATE OF IOWA  
PURCHASE ORDER

PO 243

P4232379<sup>A</sup>

FISCAL YEAR: 2023

DATE: 05/05/2023

PAGE: 1 of 3

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.

**VENDOR:**

Electric Pump Inc  
Starnet Technologies Inc

**VENDOR CONTACT:**

Taylor Musselman  
PHONE: 515-265-2222  
EXT:  
EMAIL: taylor@m@electricpump.com  
VENDOR #: 00002105125  
FAX #:

**ISSUER:**

JILL KENNEBECK  
Jill.Kennebeck@iowa.gov  
319-462-3504

4280 Ne 14th St  
Des Moines, IA 50313-2604

4/27/23

**DESCRIPTION OF ITEMS CONTRACTED**

Powerhouse/Hoyt

Refer to Quote #0151125

TOTAL \$882.50

5/5/23

per Boyd work completed 4/27/23

VENDOR:

APPROVED BY:

THIS PO IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. PLEASE SEE ATTACHMENTS FOR FURTHER DESCRIPTIONS.



STATE OF IOWA  
PURCHASE ORDER

PO 243

P4232379

FISCAL YEAR: 2023

DATE: 05/05/2023

PAGE: 2 of 3

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

BILL TO: ANAMOSA ST PENITENTIARY

SHIP TO: ANAMOSA ST PENITENTIARY

406 N HIGH ST

406 N HIGH ST

ANAMOSA , IA 52205

ANAMOSA , IA 52205

US

US

FOB:

DELIVERY DATE:

DELIVERY TYPE:

LINE NO.	LINE TYPE \ SERVICE DATES	COMMODITY / DESCRIPTION	QUANTITY	UNIT	UNIT COST / DISCOUNTED UNIT COST / LIST COST	ITEM TOTAL AMT / CONTRACT AMT
1	Service	96296	0.00000		\$ 0.000000	\$ 882.50
	FROM 04-15-2023				\$ 0.000000	\$ 882.50
	TO 04-30-2023				\$ 0.000000	

REF DOC:

REF VNDR LN: 0

REF COMM LN: 0

REF TYPE: PARTIAL

Well Services (Including Oil, Gas, and Water): Drilling, Plu

Well Services (Including Oil, Gas, and Water): Drilling, Plu

Repair well booster pumps

0000 3196224

### Request for Purchase

**Purchase Order #:** P4232379

**Date:** 4/27/2023

**Department:** Power house

**Department Order #:** \_\_\_\_\_

**Reason Ordering** 4-21-23 electrical event well house pump 3-5 inop

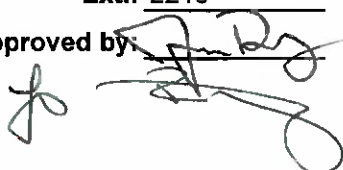
**Contract and/or Ref. Info.** \_\_\_\_\_ *29C*

**Suggested Source:** Electric Pump

**Complete Address:** 4280 E 14th St.  
Des Moines, Iowa 50313

**Requested by:** Boyd Hoyt

**Ext.:** 2215

**Approved by:** 

**Vendor ID** \_\_\_\_\_

**Phone #** 515-265-2222

**Fax #** 515-265-8079

Cont. Line	Comm. Code	Quantity	Unit Pack	Description	Each Price	Total Price
		1	ea	troubleshoot and repair well booster pump 3, 4, and 5		\$ <i>882.50</i>
				<i>completed 4/27</i>		\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
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						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>						\$ -

*1231-2513*

JUN 14 2023

NAME	DOCUMENT NUMBER	ACCOUNT NUMBER	REFERENCE NUMBER	WARRANT NUMBER	WARRANT AMOUNT
KELLY M FITZPATRICK	D4232593	0001 23 243 A45 1220	00003152722	72534955	128.38*
CARETA D CRILL	D4232625	0001 23 243 A45 1220	00003132322	72534956	65.19*
MONTICELLO AMBULANCE	H4232591	0001 23 243 A45 1348	00002129855	72534957	704.00*
COMPLIANCE SERVICES INC	P4231874	0001 23 243 A45 RM23	00002120571	72534958	2,475.00*
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 RM23	00003018269	85923760	560.30
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 RM23	00003018269	85923760	170.62
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1101	00003018269	85923760	88.07
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1101	00003018269	85923760	2,307.14
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1101	00003018269	85923760	245.10
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1183	00003018269	85923760	2,232.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1207	00003018269	85923760	317.18
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1207	00003018269	85923760	308.98
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1207	00003018269	85923760	744.59
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	40.92
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	101.57
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	73,540.77
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	1,968.38
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	257.50
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1226	00003018269	85923760	2,044.20
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1226	00003018269	85923760	4,947.52
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	225.60
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	113.15
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	1,333.31
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	265.48
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	249.34
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	312.84
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	2,109.71
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	1,024.33
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	135.96
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	66.77
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	30.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	7,749.52-
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1348	00003018269	85923760	80.96
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1348	00003018269	85923760	5,156.07
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1348	00003018269	85923760	677.18
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1348	00003018269	85923760	180.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1355	00003018269	85923760	1,391.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1355	00003018269	85923760	439.44
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474	00003018269	85923760	654.75
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474	00003018269	85923760	112.18
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474	00003018269	85923760	62.70
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474	00003018269	85923760	77.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474 K9	00003018269	85923760	198.00-
				\$	96,625.09*
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 RM23	00003018269	85923761	458.69
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1207	00003018269	85923761	19.74
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1207	00003018269	85923761	1,002.00
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1231	00003018269	85923761	1,777.34
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1231	00003018269	85923761	179.25
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1231	00003018269	85923761	341.04
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1231	00003018269	85923761	958.81
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1348	00003018269	85923761	4,604.00
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1348	00003018269	85923761	308.00

Mailed 6/15/23

THE FOLLOWING REGULAR WARRANTS  
 WERE ISSUED 06/09/2023

NAME	DOCUMENT NUMBER	ACCOUNT NUMBER	REFERENCE NUMBER	WARRANT NUMBER	WARRANT AMOUNT
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1356	00003018269	85923761	2,372.00
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1474	00003018269	85923761	12,044.22
				\$	24,065.09*
			TOTAL FOR ORGN	RM23	\$ 3,664.61
			TOTAL FOR ORGN	1101	\$ 2,640.31
			TOTAL FOR ORGN	1183	\$ 2,232.00
			TOTAL FOR ORGN	1207	\$ 2,392.49
			TOTAL FOR ORGN	1220	\$ 76,102.71
			TOTAL FOR ORGN	1226	\$ 6,991.72
			TOTAL FOR ORGN	1231	\$ 1,373.41
			TOTAL FOR ORGN	1348	\$ 11,710.21
			TOTAL FOR ORGN	1355	\$ 1,830.44
			TOTAL FOR ORGN	1356	\$ 2,372.00
			TOTAL FOR ORGN	1474	\$ 12,752.85
			SUB-ORGN		\$ 12,950.85
			SUB-ORGN	K9	\$ 198.00-
			TOTAL FOR APPR		\$ 124,062.75
			TOTAL FOR FUND	0001	\$ 124,062.75



715 33RD AVE. SW  
CEDAR RAPIDS, IA 52404-3924  
www.grainger.com

**ORIGINAL INVOICE**

GRAINGER ACCOUNT NUMBER 801275868  
INVOICE NUMBER 9704153353  
INVOICE DATE 05/11/2023  
**NO AMOUNT DUE**

SHIP TO

ANAMOSA STATE PENITENTIARY  
T. Greif  
406 N High St  
Anamosa IA 52205-1199

PO NUMBER: P4232426  
CALLER: KEISHA GLYDEWELL  
CUSTOMER PHONE: 3194623504  
ORDER NUMBER: 1480907658  
INCO TERMS: FOB ORIGIN

BILL TO

ANAMOSA STATE PENITENTIARY  
406 N HIGH ST  
ANAMOSA IA 52205-1199

Pay invoices online at:  
[www.grainger.com/invoicing](http://www.grainger.com/invoicing)

**THANK YOU!** FEI NUMBER 36-1150280  
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL **1-800-472-4643**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	19RW59	MOTOR, 1/4 HP, 1725 RPM, 56, 115/208-230V MANUFACTURER # 056C17E5314  Delivery #6591069984 Date Shipped:05/11/2023 Carrier: FDX GROUND No:of Pkgs:1 Wt: 26.360 Trk #:608898764340 SHIPPED FROM: DC MINOOKA 005 701 GRAINGER WAY, MINOOKA, IL 60447-9998	1	578.53	578.53

*THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM  
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS*

INVOICE SUB TOTAL 578.53  
CR. CARD OR CASH RECEIVED 578.53

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

NO PAYMENT DUE -- PAYMENT TERMS VISA .THIS INVOICE FOR YOUR RECORDS.

**AMOUNT DUE \$0.00**

**NO PAYMENT DUE - THIS INVOICE FOR YOUR RECORDS**





Cart

Review

Complete



Checkout Feedback

Order #WEB2430490179 has successfully been submitted.

Print Order

ORDER SUMMARY

Subtotal \$578.53

Estimated Standard Shipping FREE

ESTIMATED TOTAL \$578.53

Availability, shipping, tax & promotions are not final until you complete your order.

SHIPPING ADDRESS

ANAMOSA STATE PENITENTIARY

T. Greif  
406 N High St  
Anamosa, IA 52205-1199  
USA

PAYMENT METHOD

Visa \*\*\*4679 | Exp. 11/2026



SHIPPING LABEL & PACKING LIST ^

PO # P4232426

PAID

MAY 18

Paid by Credit Card  
Anamosa State Penitentiary

Add Products to List



MARATHON MOTORS  
Hazardous Location Motor: 1  
C,D / 2 F,G, 1/4 HP, 1,725  
Nameplate RPM, 56 Frame,  
Auto

Item # 19RW59  
MFR Model # 056C17E5314  
Price \$578.53 / each

AVAILABILITY  
Expected to arrive Fri. May 12.

TOTAL \$578.53  
QTY 1



# PACKING LIST

FOR THE ONES WHO GET IT DONE

## BOX ID U870386010

Click: [www.grainger.com](http://www.grainger.com) | Call: 1-800-GRAINGER (472-4643)

WWW.GRAINGER DC  
GRAINGER WAY  
MORRISBROOK IL 60447-9998

### Ship To

ANAMOSAS STATE PENITENTIARY  
T. Greif  
406 N High St  
Anamosa IA 52205-1199

ATTN:

### Sold To

ANAMOSAS STATE PENITENTIARY  
406 N HIGH ST  
ANAMOSAS IA 52205-1199

PO Number	P4232426
Delivery Number	6591069984
Account Number	801275868
Caller	KEISHA GLYDEWELL
Telephone	3194623504
PO Release Number	
Project/Job Number	
Department	
Order Date	05/11/2023
Ship Date	05/11/2023
Requisitioner	
Employee Contact	PICCLNT000
Carrier	FDX GROUND
Order Type	SH
Debit/Credit Code	VISA
Cartons Shipped	1

### SPECIAL INSTRUCTIONS

Please reference DELIVERY NUMBER 6591069984 on all remittance and correspondence.

Your Order Number is: 1480907658

PO #	Item #	Item Description	Quantity Shipped	Shipped from other location	Back ordered	Tax	Unit Price	Total
1	19RW59	Motor, 1/4 HP, 1725 rpm, 56, 115/208-230V	1	0	0	E	578.53	578.53
							Subtotal	578.53
							Tax	
							Shipping	0.00
							Total	578.53



We'd love to hear your feedback about this order. Go to [www.grainger.com/survey](http://www.grainger.com/survey) and tell us what you think.

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (i) DISPUTE RESOLUTION REMEDIES, AND (ii) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT [WWW.GRAINGER.COM](http://WWW.GRAINGER.COM).

PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT [WWW.GRAINGER.COM/RETURNS](http://WWW.GRAINGER.COM/RETURNS)


THESE ITEMS ARE SOLD FOR DOMESTIC CONSUMPTION IN THE UNITED STATES. IF EXPORTED, PURCHASER ASSUMES FULL RESPONSIBILITY FOR COMPLIANCE WITH US EXPORT CONTROLS.





# Request for Purchase

**Purchase Order #:** P4232426  
**Date:** 5/9/2023  
**Department:** Power house  
**Department Order #:** \_\_\_\_\_  
**Reason Ordering** exhaust fan for sewer building  
**Contract and/or Ref. Info.** ~~April 29th issue~~  
**Suggested Source:** WW Grainger April 29th issue  
**Complete Address:** 715 33rd ave, sw  
Cedar Rapids, Iowa 52404

**Requested by:** Tom Greif  
**Ext.:** 2295  
**Approved by:**   
**Vendor ID** \_\_\_\_\_  
**Phone #** 319-366-7174  
**Fax #** \_\_\_\_\_

Cont. Line	Comm. Code	Quantity	Unit Pack	Description	Each Price	Total Price
		1	ea	Marathon motor (19RW59)	<del>678.52</del>	\$ <del>678.52</del> <sup>578.53</sup>
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
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						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>						\$ <del>678.52</del> <sup>578.53</sup>

1231-2230

578.53





## Johnson Controls Fire Protection LP Quotation

To:  
Anamosa State Penitentiary  
406 N. High St.  
Anamosa, IA 52205

Project: Anamosa State Penitentiary Terminal Replacement -  
CPQ-444944  
Johnson Controls Reference: 650444944  
Proposal #: 1  
Date: 08/02/2023  
Page: 2 of 12

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

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 the following items as listed:

- TrueSite workstation for terminal connection
  - This includes Price Industrial Electric pulling CAT 6e cable between fire alarm panel and new TSW.
  - This includes installing a network card (Fire alarm network only) in fire alarm to have connection to the TSW.
  - This also includes fire alarm switch as distance is more than 20 feet but less than 320 feet.
  - This does not include adding graphic screens to the TSW (but this is an option now or in the future).
- Electrical Contractor 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.

IMPORTANT NOTICE TO CUSTOMER



Johnson Controls Fire Protection LP  
11318 Aurora Ave.  
Urbandale , IA 50322

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 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**



**UL Listed Option**

**Anamosa TSW**

QTY	MODEL NUMBER	DESCRIPTION
1	4190-8401	TRUESITE WORKSTATION
1	4190-7041	DSKTOP PC WIN10 NO RAID
1	4190-5050	TSW SOFTWARE
1	4190-6050	FIRE ALARM ETHERNET SWITCH
1	4190-9833	ES NET EXT NIC PLAT 120/240V
1	4190-7132	24IN VGA HDMI DVI LCD W SPKS

**Material List**

QTY	MODEL NUMBER	DESCRIPTION
1	4100-6306	ES NET ETHERNET MEDIA CARD
1	4100-6310	ESNET NTWK INTERFACE CARD FLAT

**Internal Labor**

QTY	MODEL NUMBER	DESCRIPTION
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR
	COMM LAB	COMMISSIONING LABOR

**Electrical Install**

QTY	MODEL NUMBER	DESCRIPTION
	DPSUB	SUBCONTRACTING LABOR

**Misc**

QTY	MODEL NUMBER	DESCRIPTION
1	DPFA	DP FIRE ALARM

**Total net selling price, FOB shipping point, \$88,592.94**

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



**Payment Options:**

**Johnson Controls Capital Funding Solutions**

Equipment Finance Agreement: 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](mailto:JCCapitalNA@jci.com).**



**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: \_\_\_\_\_

AR Invoices are accepted via e-mail:  YES: E-mail address to be used: \_\_\_\_\_  
 NO: Please submit invoices via mail  
 NO: Please submit invoices via \_\_\_\_\_

<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>11318 Aurora Ave.</p> <p>Urbandale , IA 50322</p> <p>Telephone:</p> <p>Representative: _____</p> <p>Email: david.3.johnson@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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 non-payment. 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.

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 similar 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 this 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 increase in Company's cost of raw materials (e.g., steel, aluminum) 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,



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 liable 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 ("QATT") 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 UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING 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, EQUIPMENT, 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, electrical 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 back-ups, 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 due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no 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

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 delivered. 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 Agreement.

**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 safe 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, hazardous materials, or 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 or 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



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 use 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 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

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 HEREUNDER.** 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 hours 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 parts.

**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

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 improperly 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 expenses.

**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.** 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

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

Software related professional services in effect from time to time at <https://www.johnsoncontrols.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](http://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 Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.**



STATE OF IOWA  
PURCHASE ORDER

PO 243

M4240204

FISCAL YEAR: 2024

DATE: 07/20/2023

PAGE: 1 of 3

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

**VENDOR:**

**Shermco Industries Inc**

**VENDOR CONTACT:**

Heather Bahnsen

**ISSUER:**

JILL KENNEBECK

**PHONE:** 9727935523

Jill.Kennebeck@iowa.gov

**EXT:**

319-462-3504

**EMAIL:**

**VENDOR #:** 00003121817

**FAX #:**

**PO Box 540545**

**Dallas, TX 75354-0545**

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**DESCRIPTION OF ITEMS CONTRACTED**

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**Powerhouse/Greif**

Refer to Quote SIQ-00012334-23

**TOTAL \$9,000.00**

**VENDOR:** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

THIS PO IS SUBJECT TO THE TERMS AND  
CONDITIONS ATTACHED HERETO. PLEASE  
SEE ATTACHMENTS FOR FURTHER  
DESCRIPTIONS.



STATE OF IOWA
PURCHASE ORDER

PO 243

M4240204

FISCAL YEAR: 2024

DATE: 07/20/2023

PAGE: 2 of 3

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

BILL TO: ANAMOSA ST PENITENTIARY

SHIP TO: ANAMOSA ST PENITENTIARY

406 N HIGH ST

406 N HIGH ST

ANAMOSA , IA 52205

ANAMOSA , IA 52205

US

US

FOB:

DELIVERY DATE:

DELIVERY TYPE:

Table with 7 columns: LINE NO., LINE TYPE \ SERVICE DATES, COMMODITY / DESCRIPTION, QUANTITY, UNIT, UNIT COST / DISCOUNTED UNIT COST / LIST COST, ITEM TOTAL AMT / CONTRACT AMT. Row 1: 1, Service, 91256, 0.00000, \$ 0.000000, \$ 9,000.00.

REF DOC:

REF VNDR LN: 0

REF COMM LN: 0

REF TYPE: PARTIAL

Maintenance and Repair, Power Plant
Maintenance and Repair, Power Plant

Service to rebuild medium Voltage Circuit breaker due to windstorm of 4/21/23



*Header ✓*

### Anamosa State Penitentiary Request for Purchase

JUL 20 REC'D

Purchase Order #: M4240204

Date: 7/14/2023

Department: Maintenance

Department Order #: \_\_\_\_\_

Reason Ordering: Rebuild main breaker 29C.20

Contract and/or Ref. Info.: April Storm

Suggested Source: Shermco Industries inc

Complete Address: 5145 NW Beaver Drive  
Johnston Iowa 50131

Requested by: Day

Ext.: 2250

Approved by: *[Signature]*

Vendor ID: \_\_\_\_\_

Phone #: 515-265-3377

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

Cont. Line	Comm. Code	Quantity	Unit Pack	Description	Each Price	Total Price
		1	each	Rebuild medium Voltage Circuit breaker as outlined in	9000.00	\$ 9,000.00
				quote #SIQ-00012334-23		\$ -
				<i>due to wind</i>		\$ -
				<i>4/21/23</i>		\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>						<b>\$ 9,000.00</b>

*1231-2513*





**Des Moines Service Center**  
5145 NW Beaver Drive, Johnston, IA 50131  
Office (515) 265-3377  
[www.shermco.com](http://www.shermco.com)

Proposal prepared for:

Jon Day  
of  
Anamosa State Penitentiary  
for  
Anamosa - MV Breaker Limited Overhaul

Approved by:

Shermco Quote Number:  
SIQ-00012334-23

June 23, 2023



June 23, 2023

Jon Day  
Anamosa State Penitentiary  
406 N. High St.  
Anamosa, Iowa, 52205

Re: Anamosa - MV Breaker Limited Overhaul  
Shermco Quote # SIQ-00012334-23

Shermco Industries is pleased to offer this proposal for the scope of work listed below:

**TIME & MATERIAL PRICE ..... \$9,000.00**

Payment terms net 30 days from the date of invoice. Pricing does not include any applicable taxes, permits and licensing fees. All sales subject to Shermco Industries, Inc. standard terms and conditions dated 3-14-2023. All freight will be prepaid and added to the invoice.

**EQUIPMENT**

Qty: 1 ea. Medium Voltage Circuit Breaker

**WORKSCOPE**

**Limited Overhaul:** This product will be delivered as "service ready" with full electrical testing and documentation. This product will be partially disassembled and inspected, as well as polishing on some mechanical parts as needed. This product will be assembled with Mobil 28 / Red Grease and undergo full electrical and mechanical testing. This product will be offered with a limited 6 month warranty.

Reconditioned electrical devices shall be restored in accordance with the most recent ANSI/PEARL Electrical Equipment Reconditioning Standard (EERS). Equipment deemed ineligible or not requiring reconditioning shall be inspected and tested according to the PEARL Electrical Equipment Inspect & Test Standard (EEITS). Work shall be performed by a PEARL Accredited Company (PAC) in good standing and by a PEARL Certified Technician.

**REPORT**

Upon completion of the proposed service and with the final product you will receive one (1) electronic copy of the report. The report will include conditions and test data, with a summary of recommendations for future maintenance, replacement of components or replacement of apparatus.

**GENERAL CONDITIONS**

Work performed by Shermco Industries will be in accordance with the following:

1. One-Line Drawings /Diagrams, control schematics, and equipment drawings are the responsibility of the customer. Shermco will require this information prior to the beginning of the project, or during the pricing and submittal phase of the project.

2. This quotation is effective for 30 days from quotation date, unless otherwise authorized by Shermco Industries.
3. During the recondition, remanufacture, and repair process parts and components may be found that are defective and in need of additional repair time, or replacement. These parts may have not been discovered in the limited initial testing and inspection process. Once these components are identified for repair or replacement an additional proposal will be issued to begin the repair or replacement process. No further work will be performed on the equipment until an "in writing" approval is issued by the customer.
4. The recondition, remanufacture, and repair process does not include the re-winding of electrical charging motors, control device control coils, or installation of new contacts unless otherwise specified. If there is an expectation that these services need to be performed, Shermco will issue an additional proposal for these services as needed.
5. The accompanying BOM is Shermco's interpretation of what the client wants to purchase. If during the bid evaluation there are any questions about this proposal, please advise. Seller highly recommends a face-to-face review of the proposal with the engineer(s) to verify completeness and that we have not included anything extra. If material needs to be added or deleted, seller will gladly revise the quote.
6. This quotation is limited to the attached bill of materials.
7. This quotation for services is based on normal working hours (7:30 AM – 4:00 PM), Monday – Friday. Price does not include any holidays.
8. Unless otherwise noted, pricing is for the listed services and are based on a continuous uninterrupted schedule. Any delays, stops, or restarts will be subject to additional billing to include labor, travel, and living expenses

Thank you for this opportunity to be of service. Should you have any questions please do not hesitate to give me a call.

Respectfully Submitted  
Shermco Industries, Inc.

*Heather Bahnsen*

Heather Bahnsen  
Territory AM, ESD North  
Engineering Services Division  
hbahnsen@shermco.com  
(563) 321-0334

Copy:  
Brandon Snyder – Sales Operations Specialist

# Shermco Terms and Conditions

A proposal or quotation issued by the Shermco company named in the proposal ("Shermco") provided to you (the "Proposal") is an offer to sell services to you and/or procure equipment, parts, components, and software ("Procured Items") for you as specified in the Proposal ("Services") pursuant to these terms (the "Terms"). By accepting the Proposal, instructing Shermco to begin work or by executing the Proposal, you are agreeing to be bound by these Terms. The Proposal and Terms together form the entire agreement between you and Shermco (the "Agreement"). Shermco reserves the right to increase fees via Change Order should the terms or conditions of the service or the costs associated with the procurement of equipment, parts, components, and software increase during the term of the engagement.

## Your Obligations and Changes

You agree to pay Shermco's fees, charges, and reimbursable expenses for the Services and applicable taxes thereon (the "Charges") within 30 days after receipt of the invoice by you unless otherwise specified in the Proposal. Invoices are deemed received by you within 24 hours of being sent by Shermco. If the invoice is not paid by the due date, such charges may accrue late interest up to 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, from the date such payment is due until the date paid. A surcharge of 2.5% of the invoice amount will apply for all invoices paid by credit card. You will be billed monthly for Services performed during the prior month for Services provided on a time and materials basis, otherwise, you will be billed upon the completion of applicable milestones as set out in the Proposal. In addition, Shermco may suspend performance of the Services without liability to you until payment of all overdue amounts is made in full, including applicable interest and may require a retainer for Services to be rendered in future. All expenses incurred by Shermco relating to collection of past due amounts shall be charged to your account.

You will provide Shermco with access to the job site and all information about hazards including Material Safety Data Sheets as well as timely decisions upon request and all documentation and information reasonably required by Shermco for its provision of the Services. Shermco is entitled to rely upon the accuracy of that documentation and information and you assume the risk of any inaccuracy unless validation of that documentation and information is specifically part of the Services. You may not require Shermco or its employees, as a condition to site access or otherwise, to further agree or to enter into any agreement which waives, releases, indemnifies or otherwise limits or expands any right or obligations whatsoever hereunder. You and Shermco shall take all such reasonable steps to protect the confidentiality of information provided by one to the other and neither party shall disclose same or use it for purposes other than for the project under which the Services are rendered.

If, during the term of this Agreement, circumstances or conditions that were not originally known to Shermco become known, to the extent that they affect the Services, Prices, Charges, schedule, allocation of risks or other material terms of this Agreement, Shermco reserves the right to renegotiate appropriate portions of this Agreement. Shermco shall notify you in writing of the changed conditions necessitating renegotiation, and you and Shermco shall promptly and in good faith enter into renegotiation of this Agreement to address them and it is specifically agreed that the re-negotiation may result in a change in the scope of the Services, the Charges, the schedule, or other material terms of this Agreement and that a change order premium may be applied by Shermco.

## Standard of Care and Warranty

Shermco's Services shall reflect that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality

(the "Standard of Care"). Upon prompt, written notice to Shermco, but in any event within one (1) year of completion of the Services, that the Services or part of the Services fail to meet that Standard of Care, Shermco shall, at its option, re-perform the portion of the Services not meeting the Standard of Care to remedy the deficiency, or pay you the amount of the Charges paid by you for the Services not meeting the Standard of Care.

All Procured Items carry only the specific manufacturer's warranty related to it or extended to Shermco by its supplier and Shermco provides no separate warranty including but not limited to any warranties relating to title and non-infringement of third-party intellectual property rights. Shermco will assign or flow through to you all warranties provided by third parties with respect to the Services. You will be responsible for all Shermco's costs associated with your cancellation of any order of Procured Items including shipping and cancellation or re-stocking charges. Shermco bears no liability for any delays in shipping or delivery of Procured Items. Risk of loss of Procured Items passes to you at the same time as Shermco's supplier's terms transfer that risk to Shermco.

Except for the Standard of Care, Shermco disclaims all warranty, guarantee or condition, statutory or otherwise, express, or implied, written, or oral, including but not limited to warranties of merchantability and fitness for a particular purpose. Nothing in the Agreement creates a fiduciary duty owed by one party to the other. The Limitation of Liability provision below limits Shermco's liability to you.

## Limitation of Liability

In recognition of the relative risks and rewards for you and Shermco in connection with the project under which Shermco provides the Services, you and Shermco agree that notwithstanding any other provision in the Agreement, the common law, applicable statutes, or any other legal theory, and to the fullest extent permitted by law, **THE TOTAL AGGREGATE LIABILITY OF SHERMCO AND, TO THE EXTENT LEGALLY LIABLE IN ANY MANNER, THE LIABILITY OF ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUBCONSULTANTS, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS OR EXPENSES FROM ANY CAUSE OR CAUSES RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT, THE SERVICES OR THE AGREEMENT, INCLUDING LEGAL FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS, IS LIMITED to**, at Shermco's option, either the re-performance by Shermco of the Services not meeting the Standard of Care to remedy the deficiency or the payment by Shermco to you for actual damages incurred by you directly up to an amount equal to the Charges paid by you for the Services not meeting the Standard of Care.

This limitation limits any and all of Shermco's liability or cause of action however alleged or arising including any indemnity obligations, and regardless of the success or effectiveness of other remedies, relating in any fashion to any work and any Services, whether originally performed or re-performed, any revisions to the work or the services rendered hereunder and any misrepresentations made during the course of rendering those services whether by Shermco's employees, sub-contractors, consultants, or agents, and includes without limitation, those caused by Shermco's negligence or gross negligence, a fundamental breach of contract or breach of a fundamental term or any other breach of duty whatsoever unless otherwise prohibited by law.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party shall ever be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising out of the project, the provision of the Services or the Agreement regardless of whether such losses were foreseeable at the time of the making of the Agreement. This mutual waiver of damages includes, but is not limited to loss of use, business interruption or loss of



revenue, savings, reputation, data, computer functionality, use of equipment, earnings, income or profits, that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of warranty of any kind even if such party has been advised of the possibility of such potential loss or damage in advance. Shermco shall not be responsible for the acts or omissions of you, your employees, contractors, subcontractors, agents, or their employees, nor liable for any loss, injury, or damage to persons or property caused by their negligence or fault.

#### **Ownership and Use of Documents, Patents and Trademarks**

All documents, including drawings, plans, models, designs, specifications, reports, photographs, computer software, surveys, calculations, computer print-outs, electronic files, and other data used in connection with the Services and which were prepared by, or on behalf of, Shermco (the "Documents") and all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the Services or from concepts, products, or processes that are developed or first reduced to practice by Shermco, or others on behalf of Shermco, in performing the Services (the "Intellectual Property") are Shermco's property whether the work is executed or not and together, are Shermco's "Instruments of Service". Shermco retains all common law, statutory and other reserved rights thereto.

You may only use the Instruments of Service as permitted under these Terms if you have paid the Charges. Thereafter, you are granted a non-exclusive license to use the Intellectual Property inherent in the Instruments of Service for the life of, and only for, the project under which Shermco provided the Services and retain and use a copy of the Documents all solely for purposes of its maintenance and repair. The terms of use and license of any of Shermco's intellectual property licensed to you under a separate license agreement are not governed by this Agreement.

You will not, directly, or indirectly, disclose to third parties, use, misuse or modify the Instruments of Service except as specifically authorized in this Agreement or explicitly agreed to in writing by Shermco. You will, to the fullest extent permitted by law, indemnify and hold harmless Shermco from any and all claims by any party (including claims of infringement of third-party intellectual property rights), damages, liabilities or costs, including reasonable legal fees and expenses on a solicitor and own client basis, arising, directly or indirectly in any manner whatsoever, out of any such unauthorized disclosure, use, misuse or modification of the Instruments of Service. You agree that Shermco is not responsible or liable to you or anyone else for the consequences, financial, legal or otherwise, of your disclosure, use, misuse or modification of the Instruments of Service.

#### **Remedies on Breach**

Nothing in the Agreement shall operate to limit a party's legal remedies for breach of the other party's obligations hereunder which shall, at all times, be cumulative. You agree that any material breach of this Agreement will cause irreparable harm to Shermco, that such harm will be difficult if not impossible to ascertain, and that Shermco shall be entitled to equitable relief, including injunction, against any actual or threatened breach hereof, without bond and without liability should such relief be denied, modified, or vacated. Neither the right to obtain such relief nor the obtaining of such relief shall be exclusive of or preclude Shermco from any other remedy.

#### **Force Majeure**

Shermco shall not be responsible or liable for any loss, damage, detention or delay arising directly or indirectly from any cause or event beyond Shermco's reasonable control including war, invasion, insurrection, riot, the order of any civil or military authority, or by fire, flood, weather or other acts of the elements or acts of God or other emergencies, pandemics or other public health emergencies, breakdown, lockouts, strikes or labor disputes; the lack of availability of equipment, supplies or products (but not to the extent that any such lack of availability of any of the foregoing results from Shermco's failure to

have exercised reasonable diligence); failure of any Government agency to act in a timely manner, or, failure of performance by you or your contractors or consultants; or without limiting the foregoing, any other cause beyond Shermco's reasonable control.

#### **General**

Nothing in the Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. The Services are being performed solely for your benefit and no other party shall have any claim against Shermco because of the Agreement or the performance or non-performance of the Services. Shermco may provide Services through resources of its subsidiaries or affiliates and may subcontract performance of the Services without your consent but remains liable, therefore.

Neither party shall, during the term of the Agreement and for a period of two (2) years thereafter, without the prior written consent of the other party, offer employment to or actively solicit any employees or personnel of the other party who have been engaged in or associated with the Services.

Unless the Services are rendered in Canada, your relationship with Shermco and the Agreement shall be governed by the applicable laws of the State of Texas and the Courts thereof and the courts of appeal therefrom. If the Services are rendered in Canada, same will be governed by the jurisdiction where the Services are provided and the Courts of that jurisdiction and the courts of appeal therefrom.

This Agreement supersedes all prior negotiations, discussions, agreements, or representations whether written or oral. No other terms, conditions, warranties, or understandings whether express or implied, form a part of this Agreement. No amendment or waiver of the Agreement is binding unless agreed to in writing by both parties, a waiver of one provision does not operate to waive any other provision and no waivers of a provision of the Agreement shall act as a subsequent waiver of the same provision. If any provision of the Agreement is invalid or unenforceable, the remaining provisions are valid and binding. Shermco may, at any time, at its sole option, assign this Agreement wholly or in part.

#### **Termination and Survival**

Either party may terminate this Agreement upon material breach of this Agreement by the other party upon five (5) days' written notice to the breaching party or for convenience upon giving the other party not less than fifteen (15) calendar days' written notice and, in the event of termination of this Agreement by either party, you shall, within fifteen (15) calendar days of receipt of Shermco's final invoice, pay Shermco for all Charges up to and including the date of termination. If a party is purporting to terminate for material breach, the breaching party shall have seven (7) days to resolve the breach in which case, the Agreement shall not be terminated. Obligations related to confidentiality, payment for Services and indemnification survive the termination of this Agreement.

Client: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

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

The Terms and Conditions detailed herein will supersede any Client Terms that may be issued subsequent to this Proposal.



RUN SORT: 243  
REPORT ID J625I126-REG  
SYSTEM IFAS

S625I12600000044

THE FOLLOWING REGULAR WARRANTS  
WERE ISSUED 05/16/2023

PAGE 44  
DATE OF RUN 05/16/2023.136  
TIME OF RUN 19.37.23

MAY 19 2023

NAME	DOCUMENT NUMBER	ACCOUNT NUMBER	REFERENCE NUMBER	WARRANT NUMBER	WARRANT AMOUNT
JARYN J STOVER	EXP10058470A-	0001 23 243 A45 1474	00003205098	72488103	89.18*
MAXIM HEALTHCARE SERV	H4232431-	0001 23 243 A45 1346	00002137226	72488104	3,199.50*
ANAMOSA AREA AMBULANCE	H4232435-	0001 23 243 A45 1348	00002123322	72488105	2,779.20*
CELL STAFF LLC	H4232449-	0001 23 243 A45 1346	VS000000898	72488106	1,539.20*
WORLDWIDE TRAVEL STAFFI	H4232452-	0001 23 243 A45 1346	00002090747	72488107	1,923.18*
UNITED RENTALS	M4232427-	0001 23 243 A45 1231	00002089160	72488108	95.00*
MAQUOKETA VALLEY ELECTR	B4232454-	0001 23 243 A45 1231	00002106293	85902099	60.09*
SIEMENS INDUSTRY INC	P4232421-	0001 23 243 A45 1231	00002089900	85902101	2,081.50*
			TOTAL FOR ORGN	1231	\$ 2,236.59
			TOTAL FOR ORGN	1346	\$ 6,661.88
			TOTAL FOR ORGN	1348	\$ 2,779.20
			TOTAL FOR ORGN	1474	\$ 89.18
			TOTAL FOR APPR		\$ 11,766.85
			TOTAL FOR FUND	0001	\$ 11,766.85

Mailed 5/20/23



PRC 243

P4232421 1

PAGE: 1 of 2

STATE OF IOWA  
PAYMENT REQUEST - COMMODITY BASED

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BFY:                    FY:                    PERIOD:

CREATION DATE: 05-16-2023

DOCUMENT TOTAL: \$2,081.50

DOCUMENT DESCRIPTION:

Siemens Industry Inc

ENTERED BY:    kglydew

LAST USER:    kglydew

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PRC 243

P4232421 1

PAGE: 2 of 2

STATE OF IOWA
PAYMENT REQUEST - COMMODITY BASED

VNDR LN: 1 VENDOR#: 00002089900 DISB TYPE: EFT AMOUNT: \$2,081.50
SIEMENS INDUSTRY INC

Building Technologies
PO Box 2134
Carol Stream, IL 60132-2134
OVERRIDE ADDRESS:

INV#: VND INV DT: TRACKING DT: 05-16-2023

COMM LN: 1 COMM#: 91019 TYPE: Item RECEIVED SERVICE
FROM: 05-10-2023 TO: 05-10-2023
QTY: 1.00000 UNIT: EA UNIT PRICE: 2,081.500000 TOTAL: \$2,081.50
DISC UNIT PRICE: 2,081.500000 CONTRACT AMT:

REF DOC: DO 243 P4232421 REF VNDR LN: 1 REF COMM LN: 1 REF TYPE: FINAL

COMMODITY
BUILDING Automation
CL DESCRIPTION:
Building Automation Products

ACCT 1 BFY: 2023 FY: PERIOD: EVENT TYPE: AP01 LINE AMOUNT: \$2,081.50
REF DOC: DO 243 P4232421 REF VNDR LN: 1 REF ACTG LN: 1 REF TYPE: FINAL

CHECK DESCR:
Invoice #: 5330878149, Cust #: 30001699; Anamosa State Penitentiary

FUND DEPT ORGN / SUB APPR OBJIT / SUB REV / SUB
0001 243 1231 A45 2513

# SIEMENS

# Invoice AUTOMATION

Cust PO No  
PO # ABD 1987

Cust PO Date

Quotation No

Invoice No  
5330878149

Date  
05/09/2023

Sales Order No  
3802371864

Sales Ord Date  
05/09/2023

Lock Box No

Customer No  
30001699

Page 1 of 2

<b>Bill To:</b>	<b>Sold To:</b>	<b>Ship To:</b>
STATE OF IOWA DEPARTMENT OF CORRECTIONS ANAMOSA STATE PENITENTIARY 406 N HIGH ST ANAMOSA IA 52205	STATE OF IOWA DEPARTMENT OF CORRECTIONS ANAMOSA STATE PENITENTIARY 406 N HIGH ST ANAMOSA IA 52205	STATE OF IOWA DEPARTMENT OF CORRECTIONS ANAMOSA STATE PENITENTIARY 406 N HIGH ST ANAMOSA IA 52205
<b>Contact Person: Steve Leclere</b>		

<b>Remit check payments to:</b>	<b>Remit Incoming Wires To:</b>	<b>Remit Incoming ACH's To:</b>
SIEMENS INDUSTRY, INC. C/O Citibank (Bldg Tech) PO Box 2134 Carol Stream IL 60132-2134	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 SWIFT Code: CITIUS33 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5330878149 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5330878149 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com

<b>Delivery#:</b>	<b>Ship Date:</b>
INCO Terms: Prepaid and Add PLANT	Carrier/Route: Best Way

This invoice is subject to the Siemens Industry, Inc., Smart Infrastructure terms and conditions applicable to the products and services sold pursuant to this invoice, which shall govern in the event of any conflict with any other terms or conditions, specifications, proposal, purchase order, acknowledgment or other document. These terms can be viewed at the following site: <https://www.siemens.com/download?A6V11694115>. BY ACCEPTING THIS INVOICE, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS INCLUDING ANY AND ALL REFERENCED AND INCORPORATED DOCUMENTS THEREIN.

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
100	<b>Service Order Number: 5004619475</b> <b>Building Name: ANAMOSA STATE PENITENTIARY</b> A7F55000007 Specialist - work normal time ECCN: EAR99 Customer PO item #: 000100 <b>Service Rendered: until</b>	H	6.50	301.00	1,956.50
200	A7F55000061 Trip Charge ECCN: EAR99 Customer PO item #: 000200 <b>Service Rendered: until</b>  Notes: Issue: Apogee system External comment: External Description   Apogee system - asp screen flume (point) failed  POC: Boyd (319)462-0165— Resolution: Delivery Mode:ONSITE	PC	1	125.00	125.00

# SIEMENS

# Invoice AUTOMATION

Cust PO No  
PO # ABD 1987

Cust PO Date

Quotation No

Invoice No  
5330878149

Date  
05/09/2023

Sales Order No  
3802371864

Sales Ord Date  
05/09/2023

Lock Box No

Customer No  
30001699

Page 2 of 2

Contact: Customer Service

Siemens Industry, Inc.  
Des Moines Sales Office  
7901 Birchwood Court, Suite 109  
Johnston IA 50131  
Phone: (515)963-1400  
Fax: (515)963-1401

State Taxes

0.00

Total Wt.: 0 KG

Currency: USD

Invoice Total: 2,081.50

**Our preferred payment method is ACH/EFT funds transfer, followed by check submitted to our remit to address listed above. We can also accept credit card payment but ask you to set up ACH/EFT for repeat business. Our Dunn and Bradstreet # is 01-094-4650**

**Payment Terms: Net Due 30 Days**

\*These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL/N" / "ECCN:N" or label "AL:XX9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination.\*

\*We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof.  
For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to \$10 per item.



STATE OF IOWA  
DELIVERY ORDER

DO 243

P4232421

MA# 005 20358

FISCAL YEAR: 2023

DATE: 05/10/2023

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.

**VENDOR:**

**SIEMENS INDUSTRY INC**

**Building Technologies**

**PO Box 2134**

**Carol Stream, IL 60132-2134**

**ADDR ID:** AD002

**VENDOR CONTACT:**

Rachael Larson

**PHONE:** (515) 447-0935

**EXT:**

**EMAIL:** rachael.larson@siemens.com

**VENDOR #:** 00002089900

**ISSUER:**

JILL KENNEBECK

Jill.Kennebeck@iowa.gov

319-462-3504

5-10-23

**DESCRIPTION OF ITEMS CONTRACTED**

Powerhouse

**TOTAL** \$2,081.50

5-15-23

**VENDOR:**

**APPROVED BY:**

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

P4232421

MA# 005

20358

FISCAL YEAR:

2023

DATE:

05/10/2023

PAGE:

2 of 2

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

BILL TO: ANAMOSA ST PENITENTIARY

SHIP TO: ANAMOSA ST PENITENTIARY

406 N HIGH ST

406 N HIGH ST

ANAMOSA , IA 52205

ANAMOSA , IA 52205

US

US

FOB: FOB Dest, Freight Prepaid

DELIVERY DATE:

DELIVERY TYPE:

LINE NO.	LINE TYPE \ SERVICE DATES	COMMODITY / DESCRIPTION	QUANTITY	UNIT	UNIT COST / DISCOUNTED UNIT COST / LIST COST	ITEM TOTAL AMT / CONTRACT AMT
----------	---------------------------	-------------------------	----------	------	--	-------------------------------

1	Item	91019	1.00000	EA	\$ 2,081.500000 \$ 2,081.500000 \$ 0.000000	\$ 2,081.50 \$ 0.00
	FROM					
	TO					

REF DOC:

REF VNDR LN: 0

REF COMM LN: 0

REF TYPE: PARTIAL

BUILDING Automation  
Building Automation Products

Repair of Apogee for sewer building

*Complete: 5-10-23*  
*Bill Holt*

### Request for Purchase

Purchase Order #: P4232421

Date: 4/25/2023

Department: Power House

Department Order #: 290-20

Reason Ordering: 4-21-23 power disruption on Apogee for screen bldg

Contract and/or Ref. Info. \_\_\_\_\_

Suggested Source: Siemen's

Complete Address: 335 Oralabor Road  
Ankeny, Iowa 50021

Requested by: Boyd Hoyt

Ext.: 2215

Approved by: [Signature]

[Signature]

Vendor ID \_\_\_\_\_

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

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

Cont. Line	Comm. Code	Quantity	Unit Pack	Description	Each Price	Total Price
		1 ea		troubleshoot and repair ASPSCREENFLUME failed point		\$ 2081.50
				on Apogee <i>completed 4/21/23</i>		\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>						\$ 2081.50

*1231 - 2513*



JUN 14 2023

NAME	DOCUMENT NUMBER	ACCOUNT NUMBER	REFERENCE NUMBER	WARRANT NUMBER	WARRANT AMOUNT
KELLY M FITZPATRICK	D4232593	0001 23 243 A45 1220	00003152722	72534955	128.38*
CARETA D CRILL	D4232625	0001 23 243 A45 1220	00003132322	72534956	65.19*
MONTICELLO AMBULANCE	H4232591	0001 23 243 A45 1348	00002129855	72534957	704.00*
COMPLIANCE SERVICES INC	P4231874	0001 23 243 A45 RM23	00002120571	72534958	2,475.00*
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 RM23	00003018269	85923760	560.30
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 RM23	00003018269	85923760	170.62
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1101	00003018269	85923760	88.07
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1101	00003018269	85923760	2,307.14
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1101	00003018269	85923760	245.10
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1183	00003018269	85923760	2,232.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1207	00003018269	85923760	317.18
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1207	00003018269	85923760	308.98
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1207	00003018269	85923760	744.59
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	40.92
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	101.57
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	73,540.77
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	1,968.38
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1220	00003018269	85923760	257.50
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1226	00003018269	85923760	2,044.20
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1226	00003018269	85923760	4,947.52
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	225.60
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	113.15
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	1,333.31
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	265.48
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	249.34
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	312.84
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	2,109.71
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	1,024.33
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	135.96
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	66.77
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	30.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1231	00003018269	85923760	7,749.52-
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1348	00003018269	85923760	80.96
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1348	00003018269	85923760	5,156.07
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1348	00003018269	85923760	677.18
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1348	00003018269	85923760	180.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1355	00003018269	85923760	1,391.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1355	00003018269	85923760	439.44
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474	00003018269	85923760	654.75
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474	00003018269	85923760	112.18
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474	00003018269	85923760	62.70
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474	00003018269	85923760	77.00
US BANK CARDMEMBER SERV	B4232278	0001 23 243 A45 1474 K9	00003018269	85923760	198.00-
				\$	96,625.09*
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 RM23	00003018269	85923761	458.69
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1207	00003018269	85923761	19.74
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1207	00003018269	85923761	1,002.00
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1231	00003018269	85923761	1,777.34
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1231	00003018269	85923761	179.25
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1231	00003018269	85923761	341.04
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1231	00003018269	85923761	958.81
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1348	00003018269	85923761	4,604.00
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1348	00003018269	85923761	308.00

Mailed 6/15/23

NAME	DOCUMENT NUMBER	ACCOUNT NUMBER	REFERENCE NUMBER	WARRANT NUMBER	WARRANT AMOUNT
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1356	00003018269	85923761	2,372.00
US BANK CARDMEMBER SERV	B4232278A	0001 23 243 A45 1474	00003018269	85923761	12,044.22
				\$	24,065.09*
			TOTAL FOR ORGN	RM23	\$ 3,664.61
			TOTAL FOR ORGN	1101	\$ 2,640.31
			TOTAL FOR ORGN	1183	\$ 2,232.00
			TOTAL FOR ORGN	1207	\$ 2,392.49
			TOTAL FOR ORGN	1220	\$ 76,102.71
			TOTAL FOR ORGN	1226	\$ 6,991.72
			TOTAL FOR ORGN	1231	\$ 1,373.41
			TOTAL FOR ORGN	1348	\$ 11,710.21
			TOTAL FOR ORGN	1355	\$ 1,830.44
			TOTAL FOR ORGN	1356	\$ 2,372.00
			TOTAL FOR ORGN	1474	\$ 12,752.85
			SUB-ORGN		\$ 12,950.85
			SUB-ORGN	K9	\$ 198.00-
			TOTAL FOR APPR		\$ 124,062.75
			TOTAL FOR FUND	0001	\$ 124,062.75





850 32nd Avenue SW  
 CEDAR RAPIDS, IA 52404-3913  
 Phone 319-366-5301 Fax 319-366-4709



PICK TICKET

ORDER DATE	ORDER NUMBER
05/03/23	S012708062.001
PO NUMBER	PAGE NO.
P4232355	1 of 2



SOLD TO:  
 CASH / CC CEDAR RAPIDS  
 850 32ND AVENUE SW  
 CEDAR RAPIDS, IA 52404-3913

SHIP TO: **08:43:57 09 MAY 2023**  
 Anamosa State Penitentiary  
 406 N High St  
 ANAMOSA, IA 52205

ORDERED BY	ORDER DATE	SHIP DATE	SHIP VIA	FRT IN	FRT OUT
JILL	05/03/23	05/04/23	UPS STANDARD	0	0
WRITER	JOB NAME	ACCOUNT NUMBER	PRC BR	SHIP BR	
Kevin Timmer		49746	1	10	
LOCATION	ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
			***** Shipping Instructions ***** * Van Meter Industrial requires a \$25.00 * * minimum on all cash sales which must * * be paid for at the time of order. * * **** All cash sales are final, **** * * no returns accepted. * * * * * * * * * * *		
SB08024F	1ea	1ea	A-B 700-HRM12TA17 TIMING RELAY; ON-DELAY; 0.05 SEC TO 300 HRS; DPDT; 100-240VAC 50/60HZ; 100-125VDC Carton: C006726472 PCS1 Qty: 1	138.113	138.11
			Manifest Carton Quantities		
			-----		
			PCS PAL BNDL WIRE		
			1		
				Order Total	138.11
				Shipping and Handling	19.22
				Invoice Amount	157.33
Prior Deposit on 05/05/23 - Payment # S012708062.0					-157.33

.. Reprint .. Reprint .. Reprint ..

CONTINUED ON NEXT PAGE

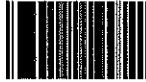


850 32nd Avenue SW  
 CEDAR RAPIDS, IA 52404-3913  
 Phone 319-366-5301 Fax 319-366-4709



PICK TICKET

ORDER DATE	ORDER NUMBER
05/03/23	S012708062.001
PO NUMBER	PAGE NO.
P4232355	2 of 2



SOLD TO:  
 CASH / CC CEDAR RAPIDS  
 850 32ND AVENUE SW  
 CEDAR RAPIDS, IA 52404-3913

SHIP TO: **08:43:57 09 MAY 2023**  
 Anamosa State Penitentiary  
 406 N High St  
 ANAMOSA, IA 52205

ORDERED BY	ORDER DATE	SHIP DATE	SHIP VIA	FRT IN	FRT OUT
JILL	05/03/23	05/04/23	UPS STANDARD	0	0
WRITER	JOB NAME	ACCOUNT NUMBER	PRC BR	SHIP BR	
Kevin Timmer		49746	1	10	
LOCATION	ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
			Amount Due		0.00
***** Credit Card Information ***** * * Merchant ID# : 000001188453      Time/Date: 08:43:57 09 MAY 2023 * * Card Number : 8841                      Card Type: * * Card Holder : JILL                      Auth Code: 094056 * * Charge Amount: \$157.33              Charge Date: 05/05/2023 * * * * * * * Signature : _____ * * * * * * * I agree to pay above total amount according to card issuer agreement.* *****					

Picker/Checker: \_\_\_\_\_ Ship by: \_\_\_\_\_ No. Pkg: \_\_\_\_\_ Charges: \_\_\_\_\_

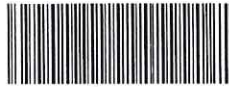
Customer Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Your signature accepts receipt of this product.  
 Please see your inside salesperson for return policy.

Printed By: TIMERMK  
 \*\* Reprint \*\* Reprint \*\* Reprint \*\*

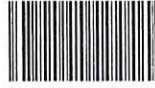


850 32nd Avenue SW  
 CEDAR RAPIDS, IA 52404-3913  
 Phone 319-366-5301 Fax 319-366-4709



PICK TICKET

ORDER DATE	ORDER NUMBER
05/03/23	S012708062.001
PO NUMBER	PAGE NO.
P4232355	1 of 1



SOLD TO:  
 CASH / CC CEDAR RAPIDS  
 850 32ND AVENUE SW  
 CEDAR RAPIDS, IA 52404-3913

SHIP TO: 13:44:45 03 MAY 2023  
 Anamosa State Penitentiary  
 406 N High St  
 ANAMOSA, IA 52205

ORDERED BY	ORDER DATE	SHIP DATE	SHIP VIA	FRT IN	FRT OUT
JILL	05/03/23	05/04/23	UPS STANDARD	0	0
WRITER	JOB NAME	ACCOUNT NUMBER	PRC BR	SHP BR	
Kevin Timmer		49746	1	10	
LOCATION	ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
			***** Shipping Instructions ***** * Van Meter Industrial requires a \$25.00 * * minimum on all cash sales which must * * be paid for at the time of order. * * **** All cash sales are final, **** * * no returns accepted. * * * * * *		
SB08024F	1ea	1ea	A-B 700-HRM12TA17 TIMING RELAY; ON-DELAY; 0.05 SEC TO 300 HRS; DPDT; 100-240VAC 50/60HZ; 100-125VDC Carton: C006726472 PCS1 Qty: 1	138.113	138.11
			Manifest Carton Quantities		
			-----		
			PCS PAL BNDL WIRE		
			1		
			Order Total	138.11	
			Invoice Amount	138.11	
			Amount Due	138.11	

**RECEIVED**  
 MAY 04 2023  
 ANAMOSA STATE PENITENTIARY  
 BY *[Signature]*

Picker/Checker: \_\_\_\_\_ Ship by: \_\_\_\_\_ No. Pkg: \_\_\_\_\_ Charges: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Your signature accepts receipt of this product.  
 Please see your inside salesperson for return policy.

Printed By: MEHAFFYM

<b>BUDGET FY</b>	<b>PURCHASE ORDER</b>		<b>DOCUMENT NUMBER</b>
<b>23</b>	DATE <b>5/3/23</b>	ACCTG PERIOD (mm/yy)	<b>P4232355</b>

AGENCY NAME <b>Anamosa State Penitentiary</b>		
VENDOR NAME AND ADDRESS <b>Van Meter</b>	BILL TO ADDRESS (ORDERING AGENCY) <b>Anamosa State Penitentiary 406 N. High St. Anamosa, IA 52205</b>	SHIP TO ADDRESS <b>Anamosa State Penitentiary 406 N. High St. Anamosa, IA 52205</b>

TERMS <b>Net</b>	FOB <b>ANAMOSA</b>	ORDER APPROVED BY <b>JILL KENNEBECK 319-462-3504 x1-2219</b>	GOODS RECEIVED/SERVICES DATE PERFORMED INITIALS
QUANTITY		VENDOR'S INVOICE DATE	VENDOR'S INVOICE NUMBER

ORDERED	RECEIVED	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1		Each	<b>Powerhouse/Greif</b> #6242 Allen Bradley 700-HRM12TA17 Delay timer Freight	138.11	138.11
					19.22
PAID					
MAY 5					
Paid by Credit Card Anamosa State Penitentiary					
<div style="display: flex; justify-content: space-around;"> <div style="border: 2px solid red; padding: 5px; text-align: center;"> <b>RECEIVED</b>                          MAY 04 2023                          ANAMOSA STATE PENITENTIARY                          BY <i>ups</i> </div> <div style="border: 2px solid red; padding: 5px; text-align: center;"> <b>SHIPMENT CLEARED TO BUSINESS OFFICE</b>                          MAY 05 2023                          BY <i>[Signature]</i> </div> </div>					
<b>DOCUMENT TOTAL</b>					157.33
					138.11

<b>CLAIMANT'S CERTIFICATION</b> I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE _____ TITLE _____	<b>AGENCY CERTIFICATION</b> I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE 17 FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S) _____ AUTHORIZED SIGNATURE _____
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THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY

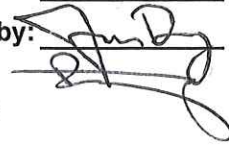
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	DESCRIPTION	AMOUNT	VD	P/ F
02	0001	243	1231				2230						138.11		
03	0001	243													

<b>DOCUMENT TOTAL</b>	138.11
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# Request for Purchase

**Purchase Order #:** P4232355  
**Date:** 4/27/2023  
**Department:** Power House  
**Department Order #:** \_\_\_\_\_  
**Reason Ordering** Replace bad timer 421 29C  
**Contract and/or Ref. Info.** \_\_\_\_\_  
**Suggested Source:** Van Meter  
**Complete Address:** 850 32nd Ave SW  
Cedar Rapids, Iowa 52404

**Requested by:** Tom Greif  
**Ext.:** 2295  
**Approved by:**   
**Vendor ID** \_\_\_\_\_  
**Phone #** 319-366-5301  
**Fax #** 319-366-4709

Cont. Line	Comm. Code	Quantity	Unit Pack	Description	Each Price	Total Price
		1	ea	Allen Bradley start delay timer (700-HRM12TA17 C)	146.05	\$ <del>146.05</del>
				need to eplace due to the power surge on 4/21/23		\$ <b>138.11</b>
				<i>freight</i>		\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>						\$ 146.05

*Keim-3990739*

*1231-2230*