

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

March

20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby recognize March 2019 as Developmental Disabilities Awareness Month.

Done this 14th day of March 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Fred J. Parry*  
Fred J. Parry  
District I Commissioner  
*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# PROCLAMATION RECOGNIZING MARCH 2019 AS DEVELOPMENTAL DISABILITIES AWARENESS MONTH

- Whereas,* five million people nationwide have developmental disabilities, including over 100,000 Missourians; and
- Whereas,* individuals with developmental disabilities share with their fellow citizens the desire to achieve personal success through education, meaningful work, and family and community involvement; and
- Whereas,* individuals with developmental disabilities, along with their families, friends, neighbors, and co-workers, recognize the importance of focusing on the abilities of all people and encourage others to do the same; and
- Whereas,* the most effective way to increase this focus is through everyone's active participation in community life and openness to each individual's contribution; and
- Whereas,* opportunities for citizens with developmental disabilities to participate fully must be fostered in our community through a commitment to recognizing the strengths and values of every person and the capability of every person to make important contributions to our community if given the opportunity; and
- Whereas,* we encourage all citizens to support opportunities for individuals with developmental disabilities in our community, which includes full access to education, housing, employment, and recreational activities.
- Therefore,* we, the Boone County Commission, do hereby proclaim March 2019 as Developmental Disabilities Awareness Month in the County of Boone, Missouri, recognizing the importance of individuals of all abilities to our community and that our community is stronger when everyone participates.

IN TESTIMONY WHEREOF, this 14<sup>th</sup> day of March, 2019.

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Daniel K. Atwill, Presiding Commissioner

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Fred J. Parry, District I Commissioner

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Janet M. Thompson, District II Commissioner

ATTEST:

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Brianna L. Lennon, County Clerk

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In the County Commission of said county, on the

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the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Information Technology Department for Administrative Authority to purchase the following:

- PC and Monitors for Joint Communications Training Assistant Position
- Mini PC for Legal Counsel's Conference Room
- Monitors for the Collector's Office

Done this 14th day of March 2019.

ATTEST:

*Brianna L. Lennon*  
 Brianna L. Lennon  
 Clerk of the County Commission

*Daniel K. Atwill*  
 Daniel K. Atwill

Presiding Commissioner

*Fred J. Parry*  
 Fred J. Parry

District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson

District II Commissioner



**BOONE COUNTY**  
**Department of Information Technology**  
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 221  
Columbia, MO 65201-4890  
573-886-4319

**Aron Gish**

**Director**

**DATE: March 12, 2019**

**TO: Dan Atwill, Presiding Commissioner  
Fred Parry, District I Commissioner  
Janet Thompson, District II Commissioner**

**FROM: Aron Gish**

**SUBJECT: Authority to Purchase PC and Monitors for Joint Comm Training Assistant Position**

The purpose of this request is to seek authority for the Information Technology Department to purchase new equipment for the ETC Training Assistant Position. This request was not presented during the budgeting process and would not have had any objection from IT if it had been.

IT is requesting to use known savings from department 2703 and account 92301.  
The computer cost is \$869.71 and dual monitors cost are \$266.86 for a total of \$1,136.57.

Thank you for your consideration.

Cc: Trudy Fisher  
Caryn Ginter  
Chad Martin



# BOONE COUNTY

## Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 221  
Columbia, MO 65201-4890  
573-886-4319

**Aron Gish**

**Director**

**DATE:** March 12, 2019

**TO:** Dan Atwill, Presiding Commissioner  
Fred Parry, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Aron Gish

**SUBJECT:** Authority to Add a Mini PC to Legal Counsel's Conference Room

The purpose of this request is to seek authority to purchase a new asset that was not added in the budget process. I am requesting on behalf of the County Counselor to add a PC to the equipment in the department's conference room. This PC would remain in the conference room to be used for meetings and presentations. Currently the County Counselor uses a laptop which is assigned to his position for the purpose of meeting and presentation in this conference room. Adding a PC to this room would give more flexibility for the space and allow others to sign in as needed during meetings. This request was not made during the budget process and if it had been would not have had any objections from the IT Department.

I would request that we use known savings from 1170-92301. The cost of the placement of this PC will be \$722.00 and is for hardware only as no new software is needed.

Thank you for your consideration.

Cc: Trudy Fisher  
Caryn Ginter  
CJ Dykhouse



# BOONE COUNTY

## Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 221  
Columbia, MO 65201-4890  
573-886-4319

**Aron Gish**

**Director**

**DATE:** March 12, 2019

**TO:** Dan Atwill, Presiding Commissioner  
Fred Parry, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Aron Gish

**SUBJECT:** Authority to Purchase Monitors for Collector's Office (23 replacements, 1 addition)

The purpose of this request is to seek authority for the Information Technology Department to purchase replacement monitors at the request of the Collector. This request is to replace 23 older monitors with new larger monitors that have better quality displays. It also includes one additional monitor to give a user dual monitor capability. This request was not presented during the budgeting process and would not have had any objection from IT if it had been. The county does not have a monitor replacement schedule and only replaces monitors on failure or when requested. The monitors in this request are 8 to 15 years old.

The Collector is requesting to use the following accounts for the purchase – Department 2110 Account 91301 for the new monitor (\$109.08) and Department 2110 Account 92301 for the 23 replacement monitors (\$2,685.34). A budget revision from contingency will also be prepared by the Collector.

If approved, the following asset numbers (the 23 older monitors) will be replaced.

### **PC Monitors**

17783 – Window 1    17782 – Window 1    16098 – Window 2    17171 – Window 2  
17787 – Window 3    17785 – Window 3    17786 – Window 4    17784 – Window 4  
16096 – Denise    16102 – Denise    16099 – Brian    16097 – Brian  
17780 – Stacy    17082 – Stacy    16546 – Counting Room  
16095 – Back workstation 1    17781 – Back workstation 2    15808 – Back workstation 3

### **AS/400 Terminals Monitors**

14207 – Window 1    16649 – Window 2    15050 – Window 3    15044 – Window 4  
15049 – Window 5

One (1) additional monitor for back workstation 2.

Thank you for your consideration.

Cc: Trudy Fisher  
Caryn Ginter  
Brian McCollum

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March Session of the January Adjourned

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In the County Commission of said county, on the

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the following, among other proceedings, were had, viz:

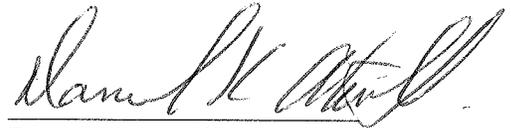
Now on this day, the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and the City of Columbia for Animal Control Services.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 14th day of March 2019.

ATTEST:

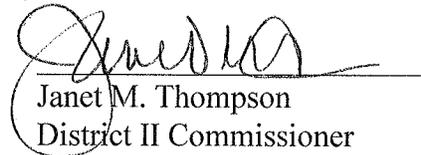
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## **AGREEMENT**

THIS AGREEMENT, is made and entered into on the date of the last signatory noted below, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two and one-third full-time (2.33 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1.

3. The City enters into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, veterinary care, and kennel facilities. Copies of any such future contracts between the City and the Humane Society or other provider for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide Animal Control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Public Health and Human Services Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two and one-third (2.33) full-time equivalent employees provided County under this agreement.

6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2020, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually.

8. During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

9. This agreement shall be in full force and effect during calendar year 2019; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

10. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year last written below.

**CITY OF COLUMBIA, MISSOURI**

By: John Glascock  
John Glascock, Acting City Manager  
Date: 2/6/2019

ATTEST:

By: Sheela Amin  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: Nancy Thompson  
Nancy Thompson, City Counselor/rw

**BOONE COUNTY, MISSOURI**

By: Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner  
Date: 3.14.19

ATTEST:

By: Brianna Lennon  
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

By: C.J. Dykhouse  
C.J. Dykhouse, County Counselor

CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jane Pitchford by js 03/05/2019  
Boone County Auditor Date  
1730-71900 \$229,984

## SCHEDULE A

### ANIMAL CONTROL

Personnel (2.33 FTE)	\$138,855
Materials and Supplies	\$7,427
Training and Schools	\$1,050
Intra-governmental Charges	\$20,454
Utilities, Services, & Other Miscellaneous	\$62,198
<b>TOTAL</b>	<b>\$229,984</b>

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the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request for authorization to convert position 252, Deputy Recorder, to a temporary position that can be converted back to a full-time, benefits eligible, position with the same classification at the request of the Boone County Recorder.

Done this 14th day of March 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



**JOB OPPORTUNITY #: 252-1160**  
**DEPUTY RECORDER (TEMPORARY)**  
**RECORDER OF DEEDS OFFICE**

**Responsibilities:** Greets customers at the counter and receives documents; reviews legal documents for accuracy and compliance with statutory recording requirements; Records and scans documents; Data entry, with times of high volume; Processes incoming payments on account; Prepares rejection documentation for documents that do not meet recording requirements.

Indexes real estate documents; files tax liens; checks, records and copies plats and surveys; issues and files marriage licenses; checks marriage licenses and UCC for compliance; runs queries; verifies all documents entered each day.

Responds to customer inquiries; assists with customer research; provides copies to customers; prepares invoices and receives payments; prepares monthly reports of activity.

**Status:** Temporary; Non-Benefitted; Length of temporary employment approximately six months.

**Working hours:** Up to 40 hours per week. Hours may vary depending on workload.

**Qualifications:** High school diploma or GED, and a minimum of three years of clerical and/or excellent customer service experience; or equivalent combination of education and experience; ability to type 45 wpm; data entry experience and knowledge of Microsoft Windows applications; attention to detail and accuracy; the ability to stand for extended periods of time and the ability to lift at least thirty pounds; legal or real estate knowledge helpful.

**Hourly Rate:** \$14.70 - \$15.62

**Deadline for Application:** Applications will be accepted until the position is filled.

\*\*\*\*\*

Apply online at [www.showmeboone.com](http://www.showmeboone.com). Please call 573-886-4395 in advance if special accommodations are required in order to apply. To see a complete list of posted positions, submit an online application, or to download the application, log on to [www.showmeboone.com](http://www.showmeboone.com).

**An Equal Opportunity Employer**

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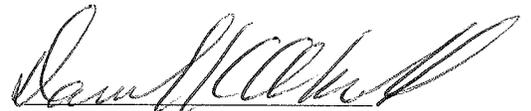
Now on this day, the County Commission of the County of Boone does hereby award bid 12-15FEB19 – Towable Generator to Clifford Power Systems, Inc. of Independence, Missouri.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

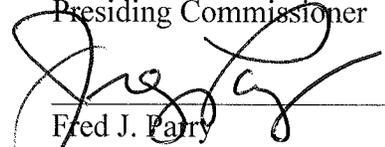
Done this 14th day of March 2019.

ATTEST:

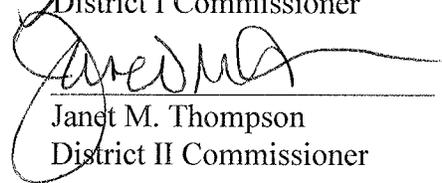
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: February 28, 2019  
RE: 12-15FEB19 – Towable Generator

12-15FEB19 – Towable Generator opened on February 15, 2019. Eight (8) bids were received.

Joint Communications recommends award by low bid to Clifford Power Systems, Inc. of Independence, Missouri to purchase one (1) Generac MLG15.

Cost of the purchase is \$11,890 and will be paid from department 2704 – Radio Network Operations, account 91300 – Machinery and Equipment.

cc: Pat Schreiner, JC  
Dave Dunford, Radio Consultant  
Contract File

**PURCHASE AGREEMENT  
FOR  
TOWABLE GENERATOR**

**THIS AGREEMENT** dated the 14th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Clifford Power Systems Inc.**, herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Generac MLG15**, County of Boone Request for Bid number **12-15FEB19** in its entirety including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed bid Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **February 12, 2019**, executed by **Adam Tibbetts**, on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) **Generac MLG15**

Description	Qty	Unit Price
<b>Generac MLG15</b>	1	\$11,890.00

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents. Delivery shall be to Boone County Joint Communications, Attn: Chad Martin, 2145 County Drive, Columbia, MO 65202, FOB - Destination. Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin. The vendor pays and bears the freight charges.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Joint Communications and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**CLIFFORD POWER SYSTEMS, INC.**

DocuSigned by:  
 By   
 582EF13B77BB4E3...  
 Title Outside Territory Manager

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
 DocuSigned by:  
  
 BA4B8340E2D6E4EB  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
  
 8582A8DD070A644...  
 County Counselor

ATTEST:

DocuSigned by:  
  
 7D82DA988E7B495...  
 County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u></u>	3/7/2019	2704-91300 - \$11,890.00
Signature	Date	Appropriation Account

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

County of Boone

Purchasing Department

**4. Response Form**

- 4.1. Company Name: Clifford Power Systems
- 4.2. Address: 4408 Washington Ave
- 4.3. City/Zip: Independence, MO 64055
- 4.4. Phone Number: 913-312-2031
- 4.5. Fax Number: 913-312-2032 ext 232
- 4.6. E-mail: atibbetts@cliffordpower.com
- 4.7. Federal Tax ID: 73-1248836

- 4.7.1.  Corporation
  - ( ) Partnership - Name \_\_\_\_\_
  - ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
  - ( ) Other (Specify) \_\_\_\_\_

		<u>Unit Price</u>
4.8. <b>PRICING</b>		
4.8.1. <b>Base Bid:</b> Towable Generator as specified per section 2.		\$ <u>11,890<sup>00</sup></u>
	Make / Model #: <u>Generac Mobile MLG15</u>	

4.9. DESCRIBE WARRANTY (or attach)  
 see attached \_\_\_\_\_

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.**

4.11.1. Authorized Representative (Sign by Hand):  
 \_\_\_\_\_ Date: 2/12/19

4.11.2. Print Name and Title of Authorized Representative:  
Adam Tibbetts, New Equipment Sales Rep


**GENERAC**
**MOBILE**

# PROPOSAL

4408 Washington Ave  
Independence, MO 64055  
Phone: (913) 312-2031  
Fax: (913) 312-2032

DATE: 02-14-2018  
PROPOSAL No: CPS-NEQP-20239616

**CUSTOMER:** Boone County

**PROJECT:** Towable Generator - 12-15FEB19

LEAD TIME	SHIP VIA	F.O.B POINT	TERMS
4-6 WEEKS A.R.O	Flat Bed	Job Site	Net Due On Receipt

QTY	EQUIPMENT DESCRIPTION	TOTAL PRICE
1	Generac 15 kVA, Diesel Fueled Generator Trailer Mounted M/N: MLG15 120/240 Volts, 1 Phase, 60HZ	\$11,890.00

**Shipping/Freight to Boone County, MO:**

**INCLUDED**

**Notes and Exceptions:**

- Initial Start-Up by Factory Trained Technician Available: Additional Cost (Not Included)

The above price does not include fuel, off-loading, installation, or any sales or use tax.

Price is valid for Sixty- (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions ([www.cliffordpower.com/terms-conditions](http://www.cliffordpower.com/terms-conditions)) and the proposal terms listed above.

**Adam Tibbetts**  
Equipment Sales Account Manager  
Office: (913) 312-2035 x (235)  
Mobile: (816) 518-2235  
Fax: (913) 312-2032  
ATibbetts@cliffordpower.com

Approved By: 

Date: 2/12/19

**Equipment Proposed:**

**MLG15M Diesel Generator**

- Mobile Light Diesel Gen – Configured
- With the following configuration
- Generator OEM Domestic 49 States
- Do you know the Base Model? Yes - Configure base model
- Mobile Generator Family MLG - Mobile Light Diesel Gen
- Base Model MLG15
- Fuel Diesel
- Duty & Power Unit Prime
- Unit Output 15kVA
- Certifications Compliance CSA
- Frequency and Speed 60 Hz
- Engine and Tier Mitsubishi F4
- Fan Option Standard Fan
- Controller Option Digital Controls
- Notes for Options 7 LIFT\_STRUCT
- Generator Option Standard Generator
- Receptacle Panel Option 2x5-20R,1xTT-30R,1xL6-30R
- Battery 720CCA Wet Cell
- Battery Disconnect No Battery disconnect
- Fuel Tank STD Run Single Wall 56 Gal
- Containment No Containment
- Fuel Cap Fuel Cap with Lanyard
- Cabinet Standard White
- Engine Accessories Fuel Filter Heater
- Engine Accessories Lower Radiator Hose Heater
- Trailer Trailered Unit
- Trailer Brake Option No Brake
- Trailer Axle Qty Single Axle
- Trailer Hitch Option 2" Ball
- Trailer Adaptor Flat 4
- Trailer Jack Option Tube and sleeve
- Brand GENERAC DUAL BRAND
- Coolant 60 Ethylene Glycol/40 Water
- Use Case Fleet
- SPECIAL OPT select if required Special Options NOT required
- Trailer Weight (lbs) 1,830 lb

**Project Management Services**

- Factory load bank testing
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator, transfer switch

*CLIFFORD POWER SYSTEMS, INC. IS COMMITTED TO BE THE PREFERRED LEADER IN THE POWER GENERATION INDUSTRY. WE WILL FULFILL THIS MISSION BY PROVIDING OUR CUSTOMERS WITH SERVICE ABOVE AND BEYOND THEIR EXPECTATIONS.*

# MLG15

## MOBILE DIESEL GENERATOR

**GENERAC**

**MAGNUM**

### SPECIFICATIONS

#### ENGINE

- Mitsubishi® S4L2-Y461ML - naturally aspirated, diesel engine
  - Prime - 22.3 hp @ 1800 rpm
  - 4 cylinder
  - 1.8 L displacement
  - EPA Final Tier 4 approved
- Polyethylene fuel tank
  - 56 gal. (212 L) capacity
  - 43 hr. run time – full load
  - 3.5 in. (89 mm) fill port
- Fuel consumption at prime:
  - 100% - 1.30 gph (4.92 Lph)
  - 75% - 0.98 gph (3.71 Lph)
  - 50% - 0.65 gph (2.46 Lph)
- Cooling system capable of operating at 120°F (49°C) ambient
- Rubber vibration dampers isolate engine/generator from frame
- Full flow oil filter, spin on type
- Fuel filter with replaceable element
- Dry type cartridge air filter
- 60 Hz engine/generator

#### GENERATOR

- Marathon Electric®
  - Brushless
  - 4 pole
  - Class H insulation

#### SYSTEM OUTPUTS

- Single phase output
  - Prime - 13 kW / 13 kVA (54A @ 240V)
  - Standby - 14 kW / 14 kVA (58A @ 240V)
- Voltage regulation +/- 1% with Marathon SE350 Voltage Regulator

#### SYSTEM CONTROLS

- Engraved aluminum punched and anodized control panel
- Four position keyed switch – glow plugs (preheat, off, run, start)
- Hour meter
- Automatic low oil/high temperature shutdown system

**ELECTRICAL CONTROLS**

- 70A start limit breaker (assures no load condition exists before starting)
- Convenience receptacles with individual breakers
  - (2) 120V 20 Amp GFCI duplex outlets (NEMA 5-20R type)
  - (2) 240V 30 Amp Twistlock outlets (NEMA L6-30R type)
  - (2) 240V 50 Amp Twistlock outlets (Non-NEMA 6369)
- 440 CCA wet cell battery

**ENCLOSURE**

- Steel, 14-gauge, sound attenuated enclosure
  - UV & fade resistant, high temperature cured, white polyester powder paint
  - Insulated and baffled
  - 70 dB(A) at 23 ft. (7 m) – prime power
- Fully lockable enclosure
- Stainless steel hinges, door latches and exterior hardware
- Emergency stop switch located on front panel
- License plate holder with light
- Multi-lingual operating/safety decals
- Document holder with operating manual including AC/DC wiring diagrams

**TRAILER**

- DOT approved tail, side, brake, and directional lights; recessed rear lights
- Transportation tie downs
- Safety chains with spring loaded safety hooks
- Single wall polyethylene fenders
- 2 in. (50.8 mm) ball hitch
- 2200 lb. (998 kg) leaf spring axle
- 2000 lb. (907 kg) tongue jack with footplate
- ST205/75R15 tubeless tires – 6 ply
- 48 in. (1219 mm) track width

**WEIGHT & DIMENSIONS**

- Dry weight: 1425 lbs (646 kg)
- Operating weight: 1823 lbs (827 kg)
- 105 x 68 x 56 in (2.67 x 1.73 x 1.42 m)

**WARRANTY**

2 Years / 2000 Hours

**CERTIFICATIONS**

CSA Certified

## Generac Mobile Products LLC Limited Warranty for Mobile Generators

NOTE: ALL UNITS MUST HAVE A START-UP INSPECTION PERFORMED BY A  
GENERAC MOBILE PRODUCTS AUTHORIZED SERVICE DEALER

Generac Mobile Products LLC. (GMP) will, at its discretion, repair or replace any part(s) that, upon examination, inspection, and testing by GMP or a GMP Authorized Service Dealer (ASD), or branch thereof, is found to be defective under normal use and service, in accordance with the warranty schedule set forth below. Repair or replacement pursuant to this limited warranty shall not renew or extend the original warranty period. Any repaired product shall be warranted for the remaining original warranty period only. Any equipment that the purchaser/owner claims to be defective must be examined by the nearest GMP ASD, or branch thereof. It is highly recommended that scheduled maintenance, as outlined by the owner's manual and any component documentation, be performed by a GMP ASD, or branch thereof. This will verify service has been performed on the unit throughout the warranty period. This warranty is limited to and available only on Liquid-cooled units. Emissions warranty coverage, if applicable, is detailed in a separate emissions warranty statement.

**Warranty Coverage:** Warranty coverage starts at the ship date from Generac Mobile Products, LLC. Registration of the unit will restart the warranty period up to six months from date of shipment.

Product Group	Warranty Period
MMG/MDG/MLG	1 year / unlimited hours 2 years / 2000 hours
MGG	1 year / 2000 hours
MCG	2 years / 2000 hours

**Guidelines:**

1. All warranty repairs, must be performed and/or addressed by a GMP ASD, or branch thereof.
2. All warranty expense allowances are subject to the conditions defined in *GMP Claim Policy Manual* (p/n 1000000820).
3. All mobile gaseous generator (MGG) well sites must be certified; a copy of the gas chromatography must be sent to, and pre-approved by, GMP prior to installation. Without pre-approval, warranty will be void in its entirety.
4. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
5. Block heater controls and circulating pumps are only covered during the first year of the warranty provision.
6. GMP may choose to repair, replace, or refund a piece of equipment.
7. Warranty Labor Rates are based on normal working hours. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours will be the responsibility of the customer.
8. Batteries are warranted by the battery manufacturer.
9. Verification of required maintenance may be required for warranty coverage.
10. Engines and alternators used in Generac mobile generators carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. All warranty claims for defects in material and/or workmanship on GMP product OEM components should be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. GMP shall have no liability under OEM warranties.

**The following will NOT be covered by this warranty:**

1. Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Any failure caused by contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oils or coolants/antifreeze.
3. Failures caused by any act of God or external cause such as, but not limited to, collision, fire, theft, freezing, vandalism, riot or wars, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood, tornado, hurricane, terrorist acts or nuclear holocaust, or any other matters which are reasonably beyond the manufacturer's control.
4. Products that are modified or altered in a manner not authorized by GMP in writing.
5. Failures due, but not limited to, normal wear and tear, accident, misuse, abuse, negligence, or improper installation or sizing.
6. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
7. Damage related to rodent and/or insect infestation.
8. Overnight freight costs for replacement part(s).
9. Failure due to misapplication, misrepresentation, or bi-fuel conversion.
10. Telephone, facsimile, cellular phone, satellite, internet, or any other communication expenses.
11. Rental equipment used while warranty repairs are being performed (i.e. rental generators, cranes, etc.).
12. The warranty does not cover sales tax or any incidental costs including, without limitation, shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, rental expenses and damages to property or equipment.
13. Any and all expenses incurred investigating performance complaints unless defective GMP materials and/or workmanship were the direct cause of the problem.
14. Any failed components warranted by the OEM (i.e. engine, generator, starting batteries, etc.).
15. Normal maintenance and/or wear items (i.e. bearings, belts, bulbs, brakes, filters, fuses, fluids, hoses, tires, etc.).

**This warranty is in place of all other warranties, expressed or implied, specifically GMP Makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to purchaser/owner. GMP's only liability shall be the repair or replacement of part(s) as stated above. In no event shall GMP be liable for any incidental or consequential damages, even if such damages are a direct result of GMP's negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. You agree to make no claims against GMP based on negligence. This warranty gives you specific legal rights. You may also have other rights under applicable law.**

**FOR AUSTRALIA ONLY:** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

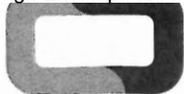
**FOR NEW ZEALAND ONLY:** Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 ("CGA") applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply.

**GENERAC MOBILE PRODUCTS - 215 POWER DRIVE, BERLIN, WI. 54923-2420**

**Ph: (800) 926-9768 • Fax: (920) 361-2214**

**To locate the nearest GMP ASD and to download schematics, exploded parts views and parts lists visit our website:**

**[www.GeneracMobileProducts.com](http://www.GeneracMobileProducts.com)**

**CLIFFORD**  
POWER

# SERVICE LEVEL CHECKS

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## LEVEL 1 INSPECTION – TO BE PERFORMED ANNUALLY

### ENGINE ELECTRICAL (STARTING SYSTEM)

- **Batteries** – Check battery water level, age, specific gravity & perform load test. Clean batteries externally including cables & posts.
- **Alternator** – Visually inspect alternator & alternator belt. Measure & record alternator DC voltage output.
- **Glow Plugs** (where applicable) – Check for proper operation.
- **Battery Charger** – Visually inspect, measure & record DC voltage output.
- **Starting Motor** – Visually inspect, test for proper operation (Performed during engine start).
- **Spark Plugs** (where applicable) – Check spark plugs & spark plug wires condition & annotate recommendations for repair or replacement.
- **Distributor Cap** – (where applicable) – Inspect. Annotate recommendations for repair or replacement.

### GENERATOR

- **Windings** – Visually inspect windings.
- **Bearings** – Inspect for proper lubrication.
- **Brushes/Diodes** – Visually inspect for wear.
- **Leads/Connections** – Visually inspect for wear.
- **Circuit Breaker** – Test for proper operation.
- **Mounts/Bolts** – Visually inspect for wear and/or damage.
- **Noise** – Annotate operational noise indicators of mechanical malfunctions.

### SAFETY CONTROLS / CONTROL PANEL

- **Voltage** (where applicable) – Measure & record loaded & unloaded AC voltage.
- **Frequency** (where applicable) – Measure & record loaded & unloaded Hertz frequency.
- **Amperage** (where applicable) – Measure & record loaded amperage.
- **Auto Start/Stop** – Check for proper operation. If allowed, check for automatic start.
- **Shutdowns** – Visually inspect for wiring deterioration. Verify proper operation of shutdowns.
- **Pre-alarms** – Verify proper annunciation of pre-alarms.
- **Remote Annunciator** (where applicable) – Inspect for proper operation.

### INSTRUMENTATION

- **Oil Pressure Gauge** – Check for proper operation. Measure & record oil pressure PSI.
- **Water Temperature Gauge** – Check for proper operation. Measure & record water temperature in degrees Fahrenheit.
- **Ammeter** - Check for proper operation. Measure & record amperage in DC amps.
- **AC Electric Meters** - Check for proper operation. Measure & record readings.
- **Control Panel Wiring** – Visually inspect for signs of wear & correct observed loose connections.

### AIR INDUCTION & EXHAUST

- **Precleaner** – Visually inspect condition & clean when necessary.
- **Air Filter** – Inspect & clean air filter. Recommend replacement when necessary. Note condition of filter housing.
- **Intake** – Visually inspect & note condition of intake piping & gaskets.
- **Turbocharger** – Visually inspect turbocharger for leaks, physical condition, & annotate auditory indicators of wear.
- **Exhaust/Silencer** – Visually inspect for leaks & proper operation including rain cap (where applicable). Annotate anomalies in exhaust smoke.

## LUBRICATION SYSTEM

- **Lubrication Oil** – Check for proper oil level.
- **Crankcase Breather** – Clean breather (where applicable). Annotate condition & any excessive blow by.
- **Governor** – Check oil level.
- **Tubes, Lines, Seals & Gaskets** – Visually inspect for deterioration or indications of wear.

## COOLING SYSTEM

- **Radiator** – Visually inspect radiator core condition, annotate indications of coolant leakage or core blockage. Check coolant level.
- **Radiator Cap** – Check for indications of wear.
- **Coolant** – Measure & record antifreeze freeze point & PH level.
- **Hoses** – Visually inspect hoses, clamps, gaskets & connections.
- **Fan Assembly** – Visually inspect fan, fan bearing, pulleys & belts for indications of wear. Measure belt tension for proper operation.
- **Water Pump** – Visually inspect for proper operation, leaks, or audible indications of wear.
- **Jacket Water Heater** – Inspect for proper operation, indication of wear on heater & associated hoses & clamps.
- **Thermostat** – Check for proper operation

## FUEL SYSTEM

- **Fuel Lines & Connections** – Visually inspect for proper operation & indications of deterioration.
- **Priming Pump** (where applicable) – Verify proper operations & inspect for seal damage or deterioration.
- **Fuel Filters** – Visually inspect for damage, leaks, & proper operation.
- **Governor & Controls** – Inspect controls & linkage for proper operation.
- **Carburetor/Mixer** – Visually inspect & verify proper operation.
- **Day Tank/Fuel Cell** – Visually inspect for leaks & check for proper operation. Make note of water in fuel cell & level of fuel.

## ATS

- **Wiring & Contacts** – Visually inspect.
- **Connections Temp.** – Check temperature of connections with infrared temperature gun.
- **Contactors Operation** – If allowed, perform simulated power failure to test operation of contactor.
- **Timers & Controls** – Observe all time delays during simulated test.

## LEVEL 2 INSPECTION

### INCLUDES ALL SERVICES IN LEVEL 1 INSPECTION

- **Fuel System** – Fuel filter & fuel/water separator filter replacement. Check for proper seal & operation.
- **Lubricating System** – Replace oil filters. Inspect all gaskets & seals. Remove existing lubricating oil & dispose. Fill with fresh engine oil.
- **Generator** – Lubricate bearings if applicable.

**Tulsa, OK**  
 918-836-0066  
 918-836-0094 FAX

**Oklahoma City, OK**  
 405-949-2332  
 405-842-4864 FAX

**Little Rock, AR**  
 501-907-5884  
 501-907-4702 FAX

**St. Louis, MO**  
 314-739-8700  
 314-785-1521 FAX

**Kansas City, KS**  
 913-312-2031  
 913-312-2032 FAX

**Austin, TX**  
 512-477-6937  
 512-477-6938 FAX

**Dallas-Ft. Worth, TX**  
 817-640-5544  
 817-477-2941 FAX

**Garland, TX**  
 972-265-0768  
 972-905-2499 FAX

**Longview, TX**  
 903-291-8305  
 903-291-8327 FAX

**San Antonio, TX**  
 210-333-0377  
 210-653-7121 FAX

[www.cliffordpower.com](http://www.cliffordpower.com)



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

**Robert Wilson, Buyer**  
Phone: (573) 886-4393 – Fax: (573) 886-4390  
Email: [RWilson@boonecountymo.org](mailto:RWilson@boonecountymo.org)

**Bid Data**

Bid Number: **12-15FEB19**  
Commodity Title: **Towable Generator**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **Friday, February 15, 2019**  
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

**Bid Opening Address and Deadline**

Day / Date: **Friday, February 15, 2019**  
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit (Individual Bidder Certification)**
- Debarment Certification**
- Standard Terms and Conditions**
- “No Bid” Response Form**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request For Bid" is used when the need is well defined. An "Request For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing and delivery of a **Towable Generator** for Boone County, Missouri, Office of Joint Communications.
- 2.2. **Delivery Terms:** Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award until the date of project completion.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5.1. The unit price for the item identified on the Response Form shall remain fixed for the identified original contract period.
- 2.6. **GENERAL SPECIFICATIONS** - Acceptable Models - Generac MLG15M or equivalent.
- 2.6.1. **Engine:** Engine shall be Tier IV rated, naturally aspirated, nominal 4-cylinder inline Diesel power plant.
- 2.6.2. **Fuel System:** Fuel tank shall have nominal 56-gallon capacity and unit shall operate such that fuel tank can provide nominal 40-hour operation.
- 2.6.3. **Cooling System:** Cooling system shall be furnished with coolant to allow operation from 0 degrees F to 120 degrees F ambient.
- 2.6.4. **System Outputs:**  
Electrical output receptacles and circuit breakers shall be provided as follows:  
2 each, NEMA 14-50R, 120/240V, each with dual 50A breaker  
1 each, NEMA TT-30R, 120V, with single 30A breaker  
3 each, NEMA 5-20R, each with single 20A breaker  
All receptacles shall have individual weatherproof hinged covers.
- 2.6.5. **Generator:** Electrical generator shall provide nominal 120/240 volts output at 60Hz operating frequency with +/- 1% voltage regulation. Electrical generator shall provide nominal 14kW continuous output in Standby rating.
- 2.6.6. **Enclosure:** Metal enclosure shall be fitted with sound insulated lockable panels, powder coated finish, and stainless steel hardware.
- 2.6.7. **System Controls:** controller and display shall be capable of relaying information from the engine and generator system including status of all systems, alarms/warnings for all systems, diagnostics, etc.
- 2.6.8. **Trailer:** Trailer shall be DOT approved and shall include the following features and equipment:  
A. Side, brake, and directional lights.  
B. Hitch for connection to 2" ball.  
C. Fenders.  
D. Safety chains, with spring safety hooks.  
E. License plate holder.
- 2.7. **Warranty** - Unit to come with manufacturer's standard warranty. **Attach detailed description of warranty. Attach warranty for engine if different from the generator.**

2.8. **GENERAL CONDITIONS**

2.9. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.10. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.10.1. The generator set shall be furnished with all advertised standard features, equipment, and accessories.
- 2.10.2. A complete itemized list of equipment, including printed literature and factory spec sheets, stating name, model number, and options of the proposed equipment and its components will be attached to the bid.
- 2.10.3. All equipment shall have necessary regulatory approval for on-road operation including engine certification and electrical testing agency approval.
- 2.10.4. **Invoices** - The County's BID number should appear on the invoice.
- 2.10.5. **Billing and Payment** - Payment shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. An invoice should be submitted to Boone County Joint Communications for payment after project completion. The billing address is Boone County Joint Communications, 2145 County Drive, Columbia, MO 65202.
- 2.11. **BID CLARIFICATION** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4393; Fax: (573) 886-4390 or Email: [RWilson@boonecountymo.org](mailto:RWilson@boonecountymo.org).
- 2.12. **DESIGNEE: Boone County Joint Communications**
- 2.13. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

**3. Response Presentation and Review**

- 
- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope or by fax, clearly marked with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

**County of Boone**

**Purchasing Department**

**4. Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-mail: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

( ) Other (Specify) \_\_\_\_\_

**4.8. PRICING**

**Unit Price**

4.8.1. **Base Bid:** Towable Generator as specified per section 2.

\$ \_\_\_\_\_

Make / Model #:

\_\_\_\_\_  
\_\_\_\_\_

4.9. DESCRIBE WARRANTY (or attach)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.**

4.11.1. Authorized Representative (Sign by Hand):

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

4.11.2. Print Name and Title of Authorized Representative:

\_\_\_\_\_



## *Standard Terms and Conditions*

Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201  
Robert Wilson, Buyer  
Phone: (573) 886-4393 – Fax: (573) 886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
20. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.



*"No Bid" Response Form*

**Boone County Purchasing**  
613 E. Ash Street, Room 113  
Columbia, MO 65201

Robert Wilson, Buyer  
(573) 886-4393– Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not wish to respond to this bid request but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 12-15FEB19– Towable Generator**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 14th day of March 2019

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the Barron County, Wisconsin U.S. Communities cooperative contract 2013-100 to purchase two (2) Evolution 12 Radar Feedback Signs from Traffic & Parking Control Co., Inc.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 14th day of March 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Fred J. Parry*  
Fred J. Parry  
District I Commissioner  
*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: March 4, 2019  
RE: Cooperative Contract: 2013-100 – Traffic Control Products and Related Products and Solutions.

Road & Bridge requests permission to utilize the Barron County, Wisconsin U.S. Communities cooperative contract *2013-100* to purchase two (2) Evolution 12 Radar Feedback Signs from Traffic & Parking Control Co., Inc.

Cost of the purchase is \$6,922.50 and will be paid from department 2040 – PW Maintenance Operations, account 91300 – Machinery & Equipment.

cc: Greg Edington, Road & Bridge  
Contract File

**PURCHASE AGREEMENT  
FOR  
RADAR FEEDBACK SIGNS**

**THIS AGREEMENT** dated the 14th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Traffic & Parking Control Co., Inc.**, herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Traffic Control Products and Related Products and Solutions** in compliance with all bid specifications and any addenda issued for the Barron County, Wisconsin Request for Proposal #2013-100, as well as Traffic & Parking Control Co., Inc. quote dated 2/4/2019, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Barron County, Wisconsin RFP, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

	<u>Qty</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Evolution12 Radar Feedback Signs, 50 Watt Solar Panel, 1 Year Cloud Service	2	\$3,295.00	\$6,590.00
Universal Mounting 2-Part Full Set, Mounting Bracket, Locking Plate and Key, Pole-Mount Plate	2	\$ 166.25	\$ 332.50
<b>GRAND TOTAL</b>			<hr/> <b>\$6,922.50</b>

3. **Delivery** - Vendor agrees to deliver as set forth in the bid documents and within 120 days after receipt of order. Vehicle should be delivered to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road South, Columbia, MO 65201. Phone: (573) 449-8515.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**TRAFFIC & PARKING CONTROL CO., INC.**

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
 By Deidre Jones  
 23108D5BFA4F42D...  
 Title Account Manager

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwill  
 8A4B914CEDAE4EB...  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
Charly J. Duffner  
 6669A9DD70A0C445...  
 County Counselor

DocuSigned by:  
Brianna L. Lennon by MT  
 7D82DA986BF0495...  
 County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>Jan E. Probst</u> Signature	3/6/2019 Date	2040 - 91300 - \$6,922.50 Appropriation Account
---	------------------	--

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



## SALES QUOTE

## Customer Copy

Number	Q1902000
Date	2/4/2019
Page	1

5100 West Brown Deer Road • Brown Deer, WI 53223  
 Phone (800) 236-0112 • tapconet.com • Fax (800) 444-0331

Sell To Cust. C31201	Boone County Greg Edington Resource Management 801 East Walnut, Room 315 COLUMBIA, MO 65201	Ship To Cust.	Boone County Greg Edington Resource Management 801 East Walnut, Room 315 COLUMBIA, MO 65201		
Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
RADAR FEEDBACK SIGNS	3/6/2019	Deidre Jones	Net 30 DAYS	PREPAID	BEST RATE

Item	Description	Quantity	UM	Price	Extension
EV 12"	EV 12" Radar Feedback Sign,50 Watt Solar Panel,White HIP Face,1 Year Cloud Service	2	EA	3,295.00	\$6,590.00
Universal Mounting 2-Part Full Set,MountingBracket ,LockingPlate&Key,Pole-Mount Plate,Hrdw Not Incl		2	EA	166.25	\$332.50

\*\*Includes Shipping\*\*

Lead time: 6 Weeks

Furnish only quote. Installation is not included.  
 Solar powered equipment requires no shading  
 or obstructions

Thank you! Deidre Jones  
 Email: Deidre.jones@tapconet.com  
 Phone: 262-649-5227

TAPCO US Communities Contract # 2013-100

Shipment within \_\_\_\_\_  
 Acceptance By \_\_\_\_\_  
 Date \_\_\_\_\_  
 By \_\_\_\_\_

Merchandise	Freight	Tax	Total
\$6,922.50	\$0.00	\$0.00	\$6,922.50



U.S. Communities is dedicated to ensuring our contracts provide the value we promise to our end-using Agencies. We continually work with our Supplier Partners to complete benchmarking exercises to demonstrate the savings available through our contracts and verify the Supplier's commitment to make their U.S. Communities offering their best overall price.



TAPCO (Traffic & Parking Control Co., Inc.) is an industry leading manufacturer that is dedicated to innovative manufacturing, distribution and servicing of traffic, parking and safety products. TAPCO offers a wide variety of innovative and green products such as our patented solar powered Blinker™ line of products. Additionally, TAPCO manufactures, distributes, and services a complete A-to-Z selection of traffic control commodities.

This benchmark comparison was completed based on a comparison between another National cooperative contract pricing and TAPCO's U.S. Communities contract which was competitively awarded.

**National Cooperative Contract vs.  
U.S. Communities  
5% savings provided through U.S. Communities**

A 5% fixed base percentage discount, with delivery cost included (FOB Destination), is offered off TAPCO's established market sensitive catalog prices. When additional details and quantities are known, TAPCO will potentially be able to provide additional pricing considerations on a case by case basis.

For additional details regarding these benchmarks, or to discuss line item pricing, please email: [uscommunities@tapconet.com](mailto:uscommunities@tapconet.com) Open the URL below to contact your U.S. Communities Program Manager: <http://www.uscommunities.org/contactUs/>



## U.S. Communities™ Government Purchasing Alliance Contract Provides Traffic Control Products & Solutions at Best Value Pricing

U.S. Communities contract number 2013-100 provides program participants the best overall government pricing for traffic control products, related products and solutions. Each lead public agency awards its contract to a supplier after a competitive solicitation process designed to ensure that participating public agencies receive the highest quality products and services at the lowest possible prices.

Traffic & Parking Control Co., Inc. has partnered with U.S. Communities to provide traffic and parking control solutions to all participating agencies.

### Purchases made through this contract have the following benefits:

- Reduce administrative costs and time related to the bid solicitation process
- Provide transparent pricing for our complete catalog of products
- Uniquely founded by 4 national sponsors and over 90 state, city and regional organizations ensuring integrity and experience
- Oversight by public purchasing professionals with benchmark analyses against other suppliers and retailers to guarantee participants the best overall value. Traffic & Parking Control Co., Inc. has partnered with U.S. Communities to provide traffic and parking control solutions to all participating agencies.

### About U.S. Communities

U.S. Communities is the leading national government purchasing cooperative that reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide. U.S. Communities provides participants with access to a broad line of competitively solicited contracts with national suppliers that have committed to providing their lowest overall public agency pricing. Each month more than 500 new public agencies register to participate. This continuing rapid growth is fueled by the program's proven track record of providing public agencies unparalleled value and the best government pricing available.

### No Cost to Use

Public agencies pay no costs and are charged no fees to participate. The suppliers pay a minimum administrative fee to participate through U.S. Communities. This pays for operating expenses and offsets costs incurred by national and state sponsors.

**To enroll or order:**  
contact your TAPCO representative.

**phone** (855) 437-5535

**email** [uscommunities@tapconet.com](mailto:uscommunities@tapconet.com)

**visit** [www.uscommunities.org/tapco](http://www.uscommunities.org/tapco) or  
[www.tapconet.com/contracts/details/u-s-communities/saab](http://www.tapconet.com/contracts/details/u-s-communities/saab)

### TAPCO U.S. Communities Contract facts and benefits

Master agreement is held by a lead public agency with U.S. Communities.	→ U.S. Communities program meets state statutes for both the competitive solicitation and public agency consent.
Master agreement is competitively solicited and open solicitations are advertised in national publications.	→ Nothing precludes vendors from bidding on a U.S. Communities' program contract.
Master agreement is awarded by the soliciting public agency with the support of other advisory board members.	→ Advisory board oversight ensures master agreement is compliance with regional and national requirements and the solicitations remain transparent and objective.
U.S. Communities is the only cooperative purchasing program founded and sponsored by NACo, NLC, ASBO and USCM.	→ These four national public organizations offer support for the program and recognize the value of the most favorable public agency pricing on high-quality products and services.
TAPCO's master agreement was nationally solicited and competitively awarded by Barron County, WI based on respondents to the public solicitation.	→ The number, variety and quality of respondents affirms the solicitation package was unbiased and comprehensive.
The master agreement was awarded based on TAPCO being the lowest bidder on three pricing scenarios.	→ The master agreement ensures compliance with state procurement requirements to best overall supplier government pricing.
TAPCO provides traffic control products and related products and solutions.	→ TAPCO saves the public agency time, resources, and money at every step while providing one point of contact for the entire project.



## TAPCO Products & Solutions for State, Local and Educational Organizations

### Intelligent Warning Systems

- Radar Driver Feedback Signs
- BlinkerSign®
- BlinkerBeacon™
- IWS Activation Methods

### Parking & ITS Solutions

- Prefabricated Shelters
- Valet Stations
- Network, Traffic Management
- Cloud-based Parking Management
- Hydraulic Slide and Swing Gate Operators
- Clearance Tubes and Gate Arm Guards
- Phone Entry Systems and Access Keypads
- Traffic Spike Systems
- Parking Gate Operators and Accessories
- Solar Cellular Communication
- Message Display Boards

### Industrial Products

- Industrial Sweepers
- Warning Whips and Accessories
- Barricades
- Location Marking and Floor Signage
- Standard Guardrail
- Portable Work Lights
- Dock Bumpers and Lights
- Mats and Mirrors
- Wheel Chocks and Cable Protectors
- Emergency Washing Stations
- Structural Protectors and Guards

### Work Zone Products & Safety Apparel

- High Visibility Vest and Apparel
- Cushions, Barriers and Attenuators
- Eye and Ear Protection, First Aid
- Roll-up/Rigid Sign Stands and Signs
- Emergency Response Gear
- Traffic Paddles
- Cones and Barrier Webbing
- LED Light Bars and Beacons
- Flags and Barricade Tape
- Message, Radar Feedback Boards
- Channelizers and Barricades

### Delineators, Traffic Items and Markers

- Surface Mount and Portable Delineators
- Snow and Utility Markers
- Modular Delineator and Sign Systems
- Speed Humps, Tables, and Bumps
- Ground Mount Delineators and Drivers
- Bollards and Bollard Covers
- Hydrants
- Reflective and Pavement Markings
- Vehicle Stops, Parking Barriers and Posts
- Pavement, Chalk and Aerosol Strippers
- Pavement and Turf Paint

### Signs & Digital Signmaking Products

- MUTCD, Federal and Government Signs
- Sign Making Accessories
- Retail Signage
- Retroreflectometers
- Street Name Signs
- Sign Design Software
- Sign Hardware and Blanks
- Cutting Plotters and Imaging Scanners
- Reflective Sheeting and Tape
- Silkscreening Equipment
- Films and Overlays

### Post, Poles, and Anchors

- Posts and Poles
- Pole/Post Packages
- V-Loc® Breakaway Post Anchors
- Decorative Post Coverings
- Pole/Post Bases

### Streetscape, Parks and Recreation

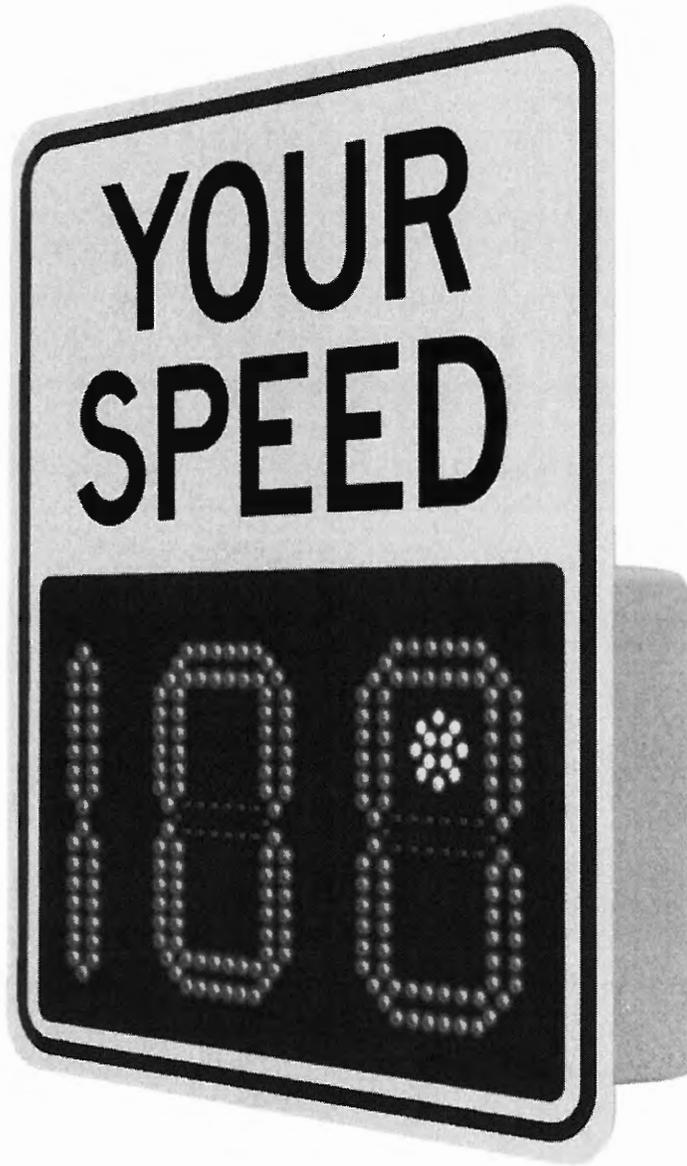
- Decorative Poles and Bases
- Luminaires
- Custom Signs and Sign Frames
- Receptacles
- Decorative Fencing and Mailboxes
- Bicycle Parking Racks and Signage
- Recycled Park Benches and Tables
- Drinking Fountains
- Information Displays
- Flags



TRAFFIC LOGIX®  
SAFEFACE® EVOLUTION12 PRODUCT SPECIFICATIONS

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Radar Sign Specifications



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# TABLE OF CONTENTS

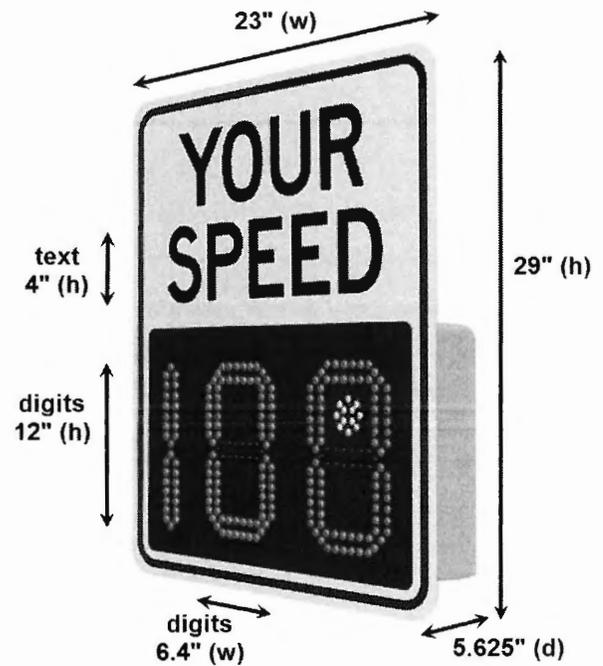
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## DIMENSIONS

- » Digit Size:
  - First digit: 12"(h) x 1.125"(w), 56 LEDs (3-digit signs only)
  - Other digits: 12"(h) x 6.4"(w), 196 LEDs per digit
- » Sign Face Text: Letters 4"(h) spell "YOUR SPEED" fixed message, 2 lines
- » Unit alone: 17.25"(h) x 23"(w) x 5.625"(d)
- » Unit with "YOUR SPEED" sign mounted:
  - Full size sign: 29.0"(h) x 23.0"(w) x 5.625"(d)
- » Sign Weight (includes "YOUR SPEED" sign)
  - AC Powered Model: 20 lbs
  - Battery Powered Model: 20 lbs (not including batteries)
  - Solar Powered Model: 20 lbs (does not include solar panel or bracket)
- » Accessories (*optional*)
  - 4 Cell Lithium Ion Battery: 4 lbs
  - Lead Acid Battery: 12 lbs
  - Universal Mounting Bracket System
    - Sign Bracket: 2 lbs
    - Pole Bracket: 5 lbs

All Specifications Subject to Change Without Notice



## TECHNICAL SPECIFICATIONS

- » 3-Digit Speed Display
  - Miles Per Hour (mph): 3-99 mph
  - Kilometers Per Hour (km/h): 5-160 km/h
- » High-Intensity prismatic reflective sheeting on “YOUR SPEED” signs with black colored text
- » MUTCD approved colors and format
- » Operating Temperatures F (C): -40° (-40°) to 185° (85°)
- » Conformal coating on all circuit boards

### Power

- » Power input:
  - 100~240 V AC @ 150 mA
  - 12 V DC (11-14.5 V @ 1A)
  - Built in ambient light sensing and automatic brightness control
  - Wireless battery charge monitoring (via software interface)
- » Power Options
  - AC power input: 100~240 V AC
  - DC (battery) power input: 12 V DC
  - DC (battery) power options:
    - 12V, 18Ah Lead acid batteries
    - 4 Cell, 12.8V, 15Ah Lithium-Ion Phosphate batteries
  - Solar power: 50W solar panel

### Radar

- » Internal Radar: Doppler (FCC approved)
- » Model: DF 600
- » Radar RF out: 5 mW maximum
- » Radar f-center: 24.125 GHz or 24.200 GHz
- » Pickup distance: Up to 400 feet
- » Beam angle: 24° (vertical) x 12° (horizontal)
- » Beam polarization: Linear
- » CE Mark (Radar): Yes

### Display

- » LEDs: 460
  - Digits (Yellow): 224 LEDs

- 
- Color: Yellow (590 nm)
  - Viewing angle at 50% IV: 30°
  - Partial Flux (Brightness): 9000 – 22400 Ev,[lux]/LED
  - Digits (Red): 224 LEDs
    - Color: Red(633 nm)
    - Viewing angle at 50% IV: 30°
    - Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
  - Speed Violator Strobe: 12 LEDs
    - Color: White (2700 K – 6500 K)
    - Viewing angle at 50% IV: 150°
    - Luminous Flux: typically 33lm @ 4000 K
    - Luminous Efficacy: typically 176 lm/W @4000 K
  - » Ambient light sensor and automatic brightness adjustment

#### Enclosure

- » Vandal resistant, lightweight polymer
- » Matte black front for reduced glare and maximum contrast
- » Light gray body to minimize heat absorption
- » Weatherproof, NEMA 4X-12, IP65 level compliant
- » Non-sealed and ventilated

**All Specifications Subject to Change Without Notice**

## COMMUNICATIONS

- » Bluetooth (standard)
- » GSM/GPRS (optional, for use with SafePace Cloud)



## PROGRAMMING

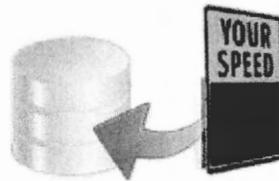
- » SafePace® Pro management software
- » SafePace® Cloud remote management
- » 24/7 365 day unlimited programming and scheduling
- » Display Settings:
  - Display On/Stealth Modes (In Stealth Mode, speed is not displayed but data is collected)
  - Display Minimum Speed, Display Maximum Speed
  - Digit Flashing Speed Threshold (digits flash above specified speed threshold)
  - LEDs Flashing Speed (for digits)
    - Fast: 1.5 Hz
    - Medium: 1 Hz
    - Slow: 0.75 Hz
  - Speed activated, dual-color digit display (speeds above a specified value are displayed in red)
  - Speed Violator Strobe (pulsing strobe flashes above specified speed)



All Specifications Subject to Change Without Notice

## DATA COLLECTION, STATISTICAL ANALYSIS AND REPORTING (OPTIONAL FEATURE)

- » Traffic data collected and stored by location
- » Stealth Mode (captures baseline traffic data with speed display turned off)
- » Download through wireless connection
- » Statistical Reporting & Charts
  - Summary Reports
  - Weekly Reports
  - Period Comparison Reports
  - Full custom reports and charts
  - Reporting Parameters:
    - Average Vehicle Count
    - Total Vehicle Count
    - Average Speed
    - Average Number of Speed Violations
    - Total Number of Speed Violations
  - Other Features:
    - Minimum and Maximum Speed
    - 85% Speed
    - Counters by Speed Bins
    - 5 MPH Bin Resolution
    - Reports print directly or can be exported into CSV format, MS Excel, Adobe Acrobat PDF and HTML
    - Charts may be printed directly or converted into Adobe Acrobat PDF and image formats



All Specifications Subject to Change Without Notice

## WARRANTY



### **Two Year Warranty**

Two year warranty on parts and labor  
excluding damage related to  
vandalism, abuse, and/or theft

Subject to the following conditions, Traffic Logix Corporation ("Traffic Logix") warrants that the SafePace EV12 sign (the "Product") is free from defects in materials and workmanship.

This limited warranty begins on the invoice date of your purchase of the Product and extends:

- » For TWO (2) calendar years on the sign, and
- » For ONE (1) calendar year on the batteries.

This limited warranty extends only to the original purchaser of the Product when purchased either directly through Traffic Logix or through an authorized Traffic Logix distributor and is not assignable or transferable to any subsequent purchaser or end-user. Traffic Logix's obligation and liability under this warranty are expressly limited to repairing or replacing, at Traffic Logix's option, defective products. In no circumstances shall Traffic Logix's liability, whether in contract or tort, under any warranty, in negligence, or otherwise, exceed the amount of the purchase price of the product. Traffic Logix shall not be liable for special, indirect, or consequential damages of any kind. This warranty does not cover damages resulting from normal wear and tear, incorrect installation or operation, use other than for the product's intended purposes, vandalism, and extraordinary environmental circumstances. Traffic Logix reserves the right to charge for these damages to the product at rates normally charged for repairing such products not covered under this warranty. Damages resulting from any physical changes or alterations made to the product other than Traffic Logix will render this warranty **VOID**. Using any parts or accessories not supplied or approved by Traffic Logix, such as battery chargers, will further render the warranty **VOID**.

Traffic Logix neither assumes, nor authorizes any person to assume for it, any other liability in connection with the sale of the Product, and there are no agreements or warranties collateral to or affecting this limited warranty.

**THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE EXCLUSIVE AND SOLE WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

Traffic Logix does not warrant that any of its products will meet or comply with the requirements of any applicable federal, state or local safety code, law, regulation or ordinance ("Applicable Safety Laws"). Buyer acknowledges that Traffic Logix's products are to be used only in accordance with the attached Conditional Terms of Use and any Applicable Safety Laws. Buyer agrees that there shall be no coverage or benefits of any kind under this limited warranty if it is determined by Traffic Logix that the Product was not installed or used in accordance with the Conditional Terms of Use or Applicable Safety Laws, or if the Product has been

altered in any way by anyone other than Traffic Logix, or if the Product has been subject to any misuse or accident. In addition, Buyer assumes and agrees to indemnify Traffic Logix for all risk, liability or expense that results from any installation or use of the Product that is not in accordance with the Conditional Terms of Use or any Applicable Safety Laws.

### Warranty Replacement Procedure

In order to submit a claim for the repair or replacement of the Product under this limited warranty, proceed as follows:

1. Contact Technical Support. **Do NOT** ship your defective product to Traffic Logix prior to contacting Technical Support.
2. A Technical Support Agent will evaluate the Product to determine if it is defective. You may be required to do some troubleshooting as part of this evaluation.
3. If the Product is defective, then you will need to submit your contact information, and proof of purchase (including the date of purchase), in order to obtain repair or replacement parts.
4. The Technical Support Agent will provide you with a Return Materials Authorization number and instructions on how to have the defective parts repaired or replaced.

BARRON COUNTY  
HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner  
Russ Marske, Patrol Superintendent  
Jerry Pich, Shop Superintendent  
Sandra Perry, Office Coordinator  
Jennifer Holub, Clerk I

260 North 7<sup>th</sup> Street  
Barron, WI 54812  
Phone: 715-637-3755  
Fax: 715-637-3061

mark.servi@co.barron.wi.us  
russ.marske@co.barron.wi.us  
jerry.pich@co.barron.wi.us  
sandra.perry@co.barron.wi.us  
jennifer.holub@co.barron.wi.us

TAPCO (Traffic & Parking Control Co., Inc.)  
5100 W. Brown Deer Road  
Brown Deer, WI 53223

Attn: Andrew Bergholz

Reference: RFP# 2013-100 – Traffic Control Products and Related Products and Solutions

Dear Mr. Bergholz:

**ACCEPTANCE AGREEMENT**

**CONTRACT # 2013-100**

This acceptance agreement signifies a contract award to TAPCO (Traffic & Parking Control Co., Inc.) in its entirety for Traffic Control Products and Related Products and Solutions. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The contract award shall be in accordance with the following:

1. This Acceptance Agreement
2. The signed Memorandum of Negotiation

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by Barron County. Contract award documents may be viewed on the Barron County website at [www.barroncountyiwi.gov](http://www.barroncountyiwi.gov).

  
\_\_\_\_\_  
Mark Servi  
Highway Commissioner  
Barron County, WI

BARRON COUNTY  
HIGHWAY DEPARTMENT

RECEIVED  
FEB 06 2014



Mark Servi, Highway Commissioner  
Russ Marske, Patrol Superintendent  
Jerry Pich, Shop Superintendent  
Sandra Perry, Office Coordinator  
Jennifer Holub, Clerk I

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Barron, WI 54812  
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jerry.pich@co.barron.wi.us  
sandra.perry@co.barron.wi.us  
jennifer.holub@co.barron.wi.us

MEMORANDUM OF NEGOTIATION  
RFP# 2013-100

Barron County and TAPCO (Traffic & Parking Control Co., Inc.) hereby agree to the following in the execution of Contract 2013-100. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The final contract contains the following items:

- A. The Memorandum of Negotiation
- B. Barron County Affidavit of Publication
- C. Barron County RFP# 2013-100 and all Addenda
- D. TAPCO (Traffic & Parking Control Co., Inc.) Technical proposal as amended by this Memorandum of Negotiations
- E. TAPCO (Traffic & Parking Control Co., Inc.) Cost proposal as amended by this Memorandum of Negotiations
- F. Response to clarifications dated December 17, 2013.

ACCEPTED BY:

  
 Andrew Bergholz  
 VP, Sales  
 TAPCO (Traffic & Parking Control Co., Inc.)

  
 Mark Servi  
 Highway Commissioner  
 Barron County, WI

# BARRON COUNTY HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner  
Russ Marske, Highway Operations Manager  
Jerry Pich, Equipment and Facility Manager  
Sandra Perry, Administrative Specialist  
Jennifer Holub, Administrative Specialist

260 North 7<sup>th</sup> Street  
Barron, WI 54812  
Phone: 715-637-3755  
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jerry.pich@co.barron.wi.us  
sandra.perry@co.barron.wi.us  
jennifer.holub@co.barron.wi.us

Date: May 16, 2018

### AMENDMENT NO. 5

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:  
TAPCO (Traffic & Parking Control Co., Inc)  
5100 W. Brown Deer Road  
Brown Deer, WI 53223

CONTRACT NO.  
2013-100

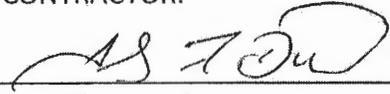
By mutual agreement, Contract 2013-00 is hereby amended as follows:

1. To renew for (1) year, effective March 1, 2019 through February 28, 2020.

All other terms and conditions remain the same.

Acceptance:

BY CONTRACTOR:

  
(Signature)

Andrew Bergholz  
(Printed)

Co-Owner  
(Title)

5/16/18  
(Date)

BY BARRON COUNTY:

  
Mark Servi  
Highway Commissioner

DISTRIBUTION:

U.S. Communities – Tyler McCall (tmccall@uscommunities.org)

# BARRON COUNTY HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner  
Russ Marske, Highway Operations Manager  
Jerry Pich, Equipment and Facility Manager  
Sandra Perry, Administrative Specialist  
Jennifer Holub, Administrative Specialist

260 North 7<sup>th</sup> Street  
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jerry.pich@co.barron.wi.us  
sandra.perry@co.barron.wi.us  
jennifer.holub@co.barron.wi.us

Date: November 14, 2017

### AMENDMENT NO. 4

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:  
TAPCO (Traffic & Parking Control Co., Inc)  
5100 W. Brown Deer Road  
Brown Deer, WI 53223

CONTRACT NO.  
2013-100

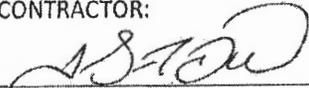
By mutual agreement, Contract 2013-100 is hereby amended as follows:

1. To revise the Price List as detailed in document 1012-0020 dated 11/09/17 and Service Rates as detailed in document 1012-00011-VA dated 11/08/17, effective January 1, 2018.

All other terms and conditions remain the same.

Acceptance:

BY CONTRACTOR:

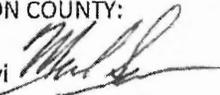
  
(Signature)

Co-Owner  
(Title)

Andrew Bergholz  
(Printed)

11/14/17  
(Date)

BY BARRON COUNTY:

Mark Servi   
Highway Commissioner

DISTRIBUTION:

U.S. Communitites – Tyler McCall (tmccall@uscommunities.org)

BARRON COUNTY  
HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner  
Russ Marske, Highway Operations Manager  
Jerry Pich, Equipment and Facility Manager  
Sandra Perry, Administrative Specialist  
Jennifer Holub, Administrative Specialist

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jerry.pich@co.barron.wi.us  
sandra.perry@co.barron.wi.us  
jennifer.holub@co.barron.wi.us

Date: July 31, 2018

**AMENDMENT NO. 3**

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:

TAPCO (Traffic & Parking Control Co., Inc)  
5100 W. Brown Deer Road  
Brown Deer, WI 53223

CONTRACT NO.

2013-00

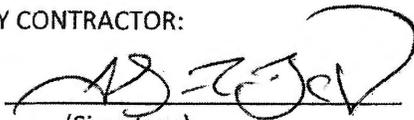
By mutual agreement, Contract 2013-00 is hereby amended as follows:

1. To renew for (1) year, effective March 1, 2018 through February 28, 2019.

All other terms and conditions remain the same.

Acceptance:

BY CONTRACTOR:

  
(Signature)

Andrew Bergholz  
(Printed)

VP of Sales & Marketing - TAPCO  
(Title)

8/3/17  
(Date)

BY BARRON COUNTY:

  
Mark Servi  
Highway Commissioner

DISTRIBUTION:

U.S. Communities – Tyler McCall (tmccall@uscommunities.org)

# BARRON COUNTY HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner  
Russ Marske, Highway Operations Manager  
Jerry Pich, Equipment and Facility Manager  
Sandra Perry, Administrative Specialist  
Jennifer Holub, Administrative Specialist

260 North 7<sup>th</sup> Street  
Barron, WI 54812  
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jerry.pich@co.barron.wi.us  
sandra.perry@co.barron.wi.us  
jennifer.holub@co.barron.wi.us

Date: July 18, 2016

### AMENDMENT NO. 2

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:  
TAPCO (Traffic & Parking Control Co., Inc)  
5100 W. Brown Deer Road  
Brown Deer, WI 53223

CONTRACT NO.  
2013-00

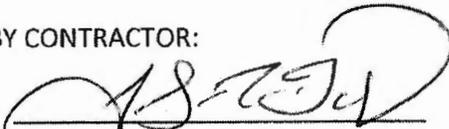
By mutual agreement, Contract 2013-00 is hereby amended as follows:

1. To renew for (1) year, effective March 1, 2017 through February 28, 2018.

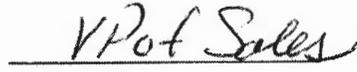
All other terms and conditions remain the same.

Acceptance:

BY CONTRACTOR:

  
(Signature)

Andrew Bergholz  
(Printed)

  
(Title)

7/18/16  
(Date)

BY BARRON COUNTY:

  
Mark Servi  
Highway Commissioner

DISTRIBUTION:

U.S. Communities – Tyler McCall (tmccall@uscommunities.org)

# BARRON COUNTY HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner  
Russ Marske, Patrol Superintendent  
Jerry Pich, Shop Superintendent  
Sandra Perry, Office Coordinator  
Jennifer Holub, Clerk I

260 North 7<sup>th</sup> Street  
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jerry.pich@co.barron.wi.us  
sandra.perry@co.barron.wi.us  
jennifer.holub@co.barron.wi.us

Date: April 24, 2014

### AMENDMENT NO. 1

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:  
TAPCO (Traffic & Parking Control Co., Inc.)  
5100 W. Brown Deer Road  
Brown Deer, WI 53223

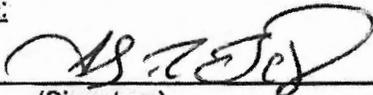
CONTRACT NO.  
2013-00

By mutual agreement, Contract 2013-00 is hereby amended as follows:

1. Product and solution additions and deletions within the scope of the contract may be made on an as needed basis without consultation from either party. The scope of the contract is defined under the categories in Attachment 1. The Contractor agrees to apply the same contractual discount percentages and terms off of its list price as agreed upon in the contract.

All other terms and conditions remain the same.

Acceptance:

BY:   
(Signature)

Andrew Bergholz  
(Printed)

VP of Sales  
(Title)

4/24/14  
(Date)

 4/24/14  
Mark Servi  
Highway Commissioner

DISTRIBUTION:

U.S. Communities - Corey Imhoff ([cimhoff@uscommunities.org](mailto:cimhoff@uscommunities.org))

## **CONTRACT 2013-00 PRODUCT AND SOLUTIONS CATEGORIES**

### **1. IWS (Intelligent Warning System) Solar & Wirelessly Activated Products**

- Such products include, but are not limited to:
  - o BlinkerSigns™, BlinkerBeacons™, RRFB-XL Crosswalks, Fire Preemptions Systems, Dangerous Curve Warnings, Pole Packages, Wrong Way Activation Signage, Emergency Vehicle & Firehouse Warning Systems, Bike Path Warning Systems, Lighted In-road Lights, Solar Railroad Crossing Warnings, BlinkLink™ Web-based Traffic Monitoring & Control, Radar Feedback Signage etc.

### **2. Parking & ITS (Intelligent Transportation System) Solutions**

- Such products include, but are not limited to:
  - o Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Bondo, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Traffic Signals, Intelligent Transportation Systems, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers etc.

### **3. Industrial Products**

- Such products include, but are not limited to:
  - o Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, etc.

### **4. High Visibility Apparel & Accessories**

- Such products include, but are not limited to:
  - o Vests, Jackets, Trousers, Parkas, Rain Wear, Hard Hats, Safety Glasses, Megaphones, Hand-held Lights, Caps, Gloves, Leggings, First Aid Kits, EMT Bags, First Responder Products, etc.

### **5. Work Zone Products**

- Such products include, but are not limited to:
  - o Cones, Cone Signs, Roll up signs, Sign Stands, Barricades, Message Boards, Barricade Lights Flares, Beacons, Flashlights, Incident Response Roll-up Signs, Radar Feedback Signs, Barrier Webbing, Reflectors, Traffic Paddles, Barriers, etc.

## **6. Traffic, Pavement Marking & Striping Items**

- Such products include, but are not limited to:
  - o Car Stops, Speed Bumps, Speed Humps, Speed Tables, ADA Tactile Guidance Tiles, Guardrail Reflectors, Cable Guards, Bollards, Covers, Push & Rider Stripers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Chalk Boxes, Measuring Wheels, Sandbaggers, etc.

## **7. Delineators & Markers**

- Such products include, but are not limited to:
  - o Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy, etc.

## **8. Signing**

- Such products include, but are not limited to:
  - o MUTCD Signs, Wayfinding Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities

## **9. Digital Sign Making Products and Accessories**

- Such products include, but are not limited to:
  - o Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software, Retroreflectometers, EC Films, Grommets, Banners, Sign Accessories, etc.

## **10. Posts, Poles & Bases**

- Products Featured Include, but are not limited to:
  - o Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Briteside™ Reflective Pole Covers, Hardware, Post Caps, Crosspieces, Portable Sign Bases, etc.

## **11. Streetscape Decorative Products**

- Products Featured Include, but are not limited to:
  - o Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks etc.

**12. Parks & Rec**

- Products Featured Include, but are not limited to:
  - o Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, etc.

**Solutions, Service, Support and Consulting:** Solutions, Service, Support and Consulting include, but are not limited to: technical expertise, contract compliance, wireless and solar site surveys, system retrofits or upgrades, installation and integrated services. These offerings will assist Participating Public Agencies to power, implement and integrate transportation safety projects with speed, intelligence and efficiency. Services will be provided through established relationships with TAPCO suppliers, installers, contractors, integrators or agency preferred companies. When combined with transportation systems Barron County and the U.S. Communities program, Participating Public Agencies will have access to TAPCO's full suite of products and services.

Examples of such projects and solutions include, but are not limited to:

- Parking Management and Operators
- Traffic and Crosswalk Solutions
- Efficient Traffic and Lane Pattern Design and Functionality
- Formulation of Theory of Operation for sign or multiple garage groupings
- Preparation of RFPs
- Revenue Operating and Control Devices and Systems
- Wireless Site Surveys for Wireless Ethernet Systems.
- Design and setup of Central and Closed Loop Traffic signal systems
- Design and setup of Vehicle Detection Systems
- Preventative Maintenance of Traffic Signal and ITS systems
- Support and design of mixed method on street networks for ITS.
- Automated Testing of Conflict Monitors
- Inventory Control Agency Implementation
- Sign Making Development and Training
- ITS Warning Systems
  - o Intelligent Too Fast for Curve Warning Systems
  - o Over height Warning Systems
  - o Using Bluetooth to determine Travel times

<b>Intelligent Parking and System Solutions (IPASS) Rates</b>	<b>SKU</b>	<b>Rate</b>
Standard Labor Monday thru Friday 8am-5pm	373-99990	\$120/hour
Overtime Labor (Time and a Half) Before 8 am, after 5pm, Saturdays	373-99991	\$180/hour
Sunday/Holiday Labor (Double Time) Sundays, Federal Holidays	373-99985	\$240/hour
IPASS Consulting and/or Engineering Service	373-57824	\$150/hour
<b>Intelligent Transportation Systems (ITS) &amp; Traffic Signals Rates</b>	<b>SKU</b>	<b>Rate</b>

Standard Labor Monday thru Friday 8am-5pm	373-99988	\$120/hour
Overtime Labor Before 8 am, after 5pm, Saturdays	373-99989	\$180/hour
Sunday/Holiday Labor Sundays, Federal Holidays	373-99986	\$240/hour
ITS Consulting and/or Engineering Service and Support	373-3RKBS	\$150/hour
<b>PM contract holders would have different hourly rates.</b>		
<b>Intelligent Warning Systems (IWS) and Blinker™ System Rates</b>	<b>SKU</b>	<b>Rate</b>
Standard Labor Monday thru Friday 8am-5pm	RS10114	\$120/hour
Overtime Labor Before 8 am, after 5pm, Saturdays	RS040714	\$180/hour
Sunday/Holiday Labor Sundays, Federal Holidays	RS52415	\$240/hour
IWS Consulting and/or Engineering Service and Support	04RKBSMH	150/hour
<b>Sign Making, Design and Digital System Support Rates</b>	<b>SKU</b>	<b>Rate</b>
Onsite Training 1 or 2 day (custom quote required)	RS1030-TRAINING	\$1500-3000/day
Training Online	RS373-ONLINE	\$100/hour
Sign Making Consulting and/or Engineering Service and Support	RSDGJC45	\$150/hour
Graphic Design, Artwork Development & Schematic Development	373-01056	110/hour

**TAPCO services support and consulting efforts are accompanied by, but not limited to, the following levels of experience.**

**ITS (Intelligent Traffic Systems)/Parking Systems Engineer**

Experience/Education – They shall hold a bachelor's degree with an additional certification in related field with at least 10 years of minimum field experience and a Master of Science in transportation related field. They will be a certified IMSA Level I and II traffic signal technician. The Engineer will be a video installation and service installer and certified fiber optic technician and installer.

Responsibilities – Executive position responsible for oversight and implementation of governmental projects. Duties will require developing and multitasking traffic and parking projects containing a high degree of complexity. They are responsible for managing signal system installation and programming, including closed loop systems and applications engineering for signal controller installations. This person is in charge of personnel who service and maintain many of these systems and projects. Many projects involve System Integrator, Radio, Fiber Optics, Video Multiplexing and Communication Management Systems along with the installation and maintenance of parking, signal, traffic, BlinkerSigns and other wirelessly activated transportation devices. The director will be certified to work with multifarious transportation devices and has the ability to act in as consultation role and train technical staff to meet the

requirements of the company and customer. Their responsibilities will include the abilities to balance on job work demands and guide governmental project budget constraints.

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#### Project Manager

Experience/Education – They shall hold a bachelor's degree with certification in a technical field (electronics, engineering or electronics) and hold at least ten years of minimum experience in related field.

Responsibilities – The manager will hold duties of multitasking traffic and parking projects containing, developing and/or implementing a high degree of complexity. The project manager serves as a chief point of contact with the customer. The manager will be certified to work with a variety of transportation devices. Their responsibilities will include the abilities to balance on job work demands and guide governmental project budget constraints with the ability to deliver presentations and layout projects and strategy for clients.

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#### Technical Service Manager

Experience/Education – They will hold a computer hardware and software vocational degree or equivalent along with a minimum of two years on the job experience of duties as Technical Service Manager.

Responsibilities – The manager will be responsible for supervision and all final field wiring terminations; software installation, programming and back up support. Those capabilities include and are not limited to; installing all Windows XP Professional software on all customers using Windows XP. Certifications include; SCAN NET certified for setup and installations including Windows XP server networks

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#### Senior Systems Engineer

Experience/Education – They will hold a degree with a minimum of 60 credits from a technical college, vocational school or four year accredited university. The engineer will be a certified fiber optics technician and installer and a certified IMSA Level I and II traffic signal technician. The engineer will be a certified video installation and service installer with over ten years job experience.

Responsibilities – Their duties will require developing and multitasking traffic and parking projects containing a high degree of complexity. Responsible for signal system installation and programming including; closed loop systems and applications for engineering for signal controller installations. Many projects involve System Integrator, Radio, Fiber Optics, Video Multiplexing and Communication Management Systems and with the installation and maintenance of parking, signal, traffic, BlinkerSigns and other wirelessly activated transportation devices.

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#### Senior Technician

Experience/Education – They will hold a bachelors or vocational degree, or equivalent, with a minimum of 60 credits from a technical college, vocational school or four year accredited university. They shall also be a certified fiber

optics technician and installer and a certified IMSA Level I and II traffic signal technician. They will also be a video installation, detection and service certified installer with a minimum of five years experience. They will hold oversight of the technician.

Responsibilities – They will perform preventative maintenance and troubleshooting for control cabinets in addition to monitoring video detection cameras and traffic signal communication system along with the installation and maintenance of parking, signal, traffic, BlinkerSigns and other wirelessly activated transportation devices.

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#### Technician

Experience/Education – They will hold a degree with a minimum of 60 credits from a technical college, vocational school or four year accredited university and is a certified fiber optics technician and installer. They will hold an IMSA Level I and II traffic signal technician certification and will also be a certified video installation and service installer.

Responsibilities – They will perform preventative maintenance and troubleshooting for control cabinets in addition to monitoring video detection cameras and traffic signal communication systems along with the installation and maintenance of parking, signal, traffic, BlinkerSigns and other wirelessly activated transportation devices

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#### Graphic Designer

Experience/Education – They will hold a HS/Vocational School degree with a minimum of three years of drafting experience.

Responsibilities – The responsibilities will contain, but not limited to the drafting, designing, modifying, storing and maintaining files for signing projects. The Graphic Designer will work with customer or company point of contact to develop customized designs that are used to create signs.

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**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



**COMPETITIVE SOLICITATION**

**BY BARRON COUNTY**

**FOR**

**TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS  
AND SOLUTIONS**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP 2013-100**

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RFP 2013-100

**NOTICE TO VENDORS**

Notice is hereby given that Barron County (County) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance will receive proposals for

**TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS**

**RFP 2013-100**

Sealed bid proposals for the material described herein will be received until **11:00 AM on November 25, 2013** by the Barron County Highway Department, Office of the Highway Commissioner, 260 North 7<sup>th</sup> Street, Barron, WI 54812, whereupon the sealed proposals received will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed.

Copies of the RFP documents may be downloaded at [www.barroncountywi.gov](http://www.barroncountywi.gov). Refer any questions to Mark Servi at [bchdtcp@co.barron.wi.us](mailto:bchdtcp@co.barron.wi.us).

The County reserves the right to accept or reject any or all bids, to waive any technicalities, and to select the bid deemed most advantageous to the Barron County Highway Department and Participating Public Agencies.

PROPOSAL COVER SHEET

**TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS**

This Proposal submitted by:

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

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

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

Primary Contact Person: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Barron County the items or services offered and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.

\_\_\_\_\_  
Vendor Legally Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## INTRODUCTION AND BACKGROUND OVERVIEW

### 1. INTRODUCTION

Barron County (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Traffic Control Products, Related Products and Solutions (herein “Products and Services”).

**Proposals will be received until to 11:00 A.M. on November 25, 2013.** Envelopes must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of vendor, and submitted to:

BARRON COUNTY HIGHWAY DEPARTMENT  
OFFICE OF THE HIGHWAY COMMISSIONER  
260 NORTH 7<sup>TH</sup> STREET  
BARRON, WI 54812

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the RFP will not be accepted.

This request does not commit the County to pay for any costs incurred in the submission of the RFP, or in making necessary studies for the preparation thereof, nor to procure or contract for the services or materials.

Questions regarding this solicitation shall be submitted in writing via e-mail to: Mark Servi, Barron County Highway Commissioner, [bchdtcp@co.barron.wi.us](mailto:bchdtcp@co.barron.wi.us).

There will be no “oral communications” with any County employees regarding this RFP.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

## INTRODUCTION AND BACKGROUND OVERVIEW

### 2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

### 3. GENERAL TERMS AND CONDITIONS

**Taxes** – Taxes shall not be included in unit prices.

**Brand Name and Number**–The Vendors shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the vendor is quoting on the exact brand name and number specified in the RFP form. Should any item for which proposals are requested be patented, or otherwise protected or designated by the particular name of the maker and the Vendor desires to bid on an item of equal character and quality, it may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Highway Commissioner to be equal in all respects to that specified.

**Samples** – If needed, samples shall be furnished free of cost to the County after the RFP opening. If requested, they are to be sent within seven (7) days to the Barron County Highway Department, Office of the Highway Commissioner, 260 N 7<sup>th</sup> Street, Barron, Wisconsin 54812, unless otherwise specified. The County reserves the right to reject the RFP of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of vendor, RFP number and date of the RFP opening. Samples of the successful Vendors may be retained for comparison with deliveries. Vendors may pick up samples (if not destroyed by test) on notice from the Office of the Highway Commissioner. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the County. Vendors (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

**Quantity and Quality of Materials or Services**– The successful Vendors shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and

## INTRODUCTION AND BACKGROUND OVERVIEW

the County's sample or the sample furnished by the Vendors and accepted by the County. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the Vendor(s). The Vendor certifies that all materials conform to all applicable requirements of Wisconsin OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

**Material Safety Data Sheets** – For all products requiring a Material Safety Data Sheet – The County requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

**Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

**Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**Entire Agreement** – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

**Hold Harmless Clause** – The successful Vendor agrees to indemnify, defend and save harmless Barron County, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the County, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the County.

**Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.

## INTRODUCTION AND BACKGROUND OVERVIEW

### 4. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

This Solicitation is to establish a nationwide master agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit its complete line of Traffic Control Products, Related Products and Solutions so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs. Suppliers should have a demonstrated experience in providing the Products as defined in this RFP, including but not limited to:

- A. **Intelligent Warning Systems (Solar & Wireless) Products:** Blinker Signs and Beacons, RRFB-XL Crosswalks, Fire Preemptions Systems, Dangerous Curve Warnings, Web-based Traffic Monitoring & Control, Radar Feedback Signage, Wrong Way Activation Signage, Emergency Vehicle & Firehouse Warning Systems, Bike Path Warning Systems, Lighted In-road Lights, Solar Railroad Crossing Warnings, and any other Intelligent Warning Systems (Solar & Wireless) Products offered by Supplier.
- B. **Parking and ITS Solutions:** Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers and any other Parking and ITS Solutions offered by Supplier.
- C. **Industrial and Work Zone Products:** Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, Changeable Message Boards, Directional Arrow Boards, Barricade Lights Flares, Beacons, Flashlights, Incident Response Roll-up Signs, Radar Feedback Signs, Barrier Webbing, Reflectors, Traffic Paddles, Barriers, Cones, Cone signs and any other Industrial and Work Zone Products offered by Supplier.
- D. **Traffic, Pavement Marking and Striping Products:** Car Stops, , Speed Humps, Speed Tables, Guardrail Reflectors, Cable Guards, Covers, Push & Rider Strippers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Measuring Wheels and any other Traffic, Pavement Marking and Striping Products offered by Supplier.
- E. **Delineators and Markers:** Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy and any other Delineators and Markers offered by Supplier.
- F. **Signing and Digital Sign Marking:** MUTCD Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities, Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software and any other Signing and Digital Sign Marking offered by Supplier.

## INTRODUCTION AND BACKGROUND OVERVIEW

- G. **Posts, Poles and Bases:** Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Crosspieces, Portable Sign Bases, and any other Posts, Poles and Bases offered by Supplier.
- H. **Streetscape Decorative Products:** Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks and any other Streetscape Decorative Products offered by Supplier.
- I. **Parks and Recreation Products:** Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, and any other Parks and Recreation Products offered by Supplier.
- J. **Related Products and Solutions:** The complete range of Related Traffic Products and Solutions such as Personal Protective Equipment and any other Related Products and Services offered by the Supplier.

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## INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

### 5. ABOUT U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

#### **National Sponsors**

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein “National Sponsors”).

#### **Advisory Board**

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

#### Current U.S. Communities Advisory Board Members

North Carolina State University, NC	City of Chicago, IL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Denver Public Schools, CO	Maricopa County, AZ
Fresno Unified School District, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School County, OR
Hennepin County, MN	City of San Antonio, TX
Emory University, GA	San Diego Unified School County, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School County, PA
City of Kansas City, MO	Auburn University, AL
Port of Portland, OR	Orange County, NY
Collier County Public Schools, FL	

#### **Participating Public Agencies**

Today more than 57,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.3 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

## INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Barron County is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Appendix A.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Barron County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2012 purchased more than \$135 Million Dollars of products and services from existing U.S. Communities contracts.

### **Marketing Support**

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

### **Marketplace**

## INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

### **Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Barron County reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County as a result of this solicitation.

### **Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

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## SUPPLIER QUALIFICATIONS COMMITMENTS

### 6. SUPPLIER QUALIFICATIONS AND COMMITMENTS

#### Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

## SUPPLIER QUALIFICATIONS COMMITMENTS

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

## SUPPLIER QUALIFICATIONS COMMITMENTS

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate proposals and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales**. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards

## SUPPLIER QUALIFICATIONS COMMITMENTS

Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or County managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
  - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original procurement solicitation;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of Products and Services pricing;
  - (5) Electronic link to U.S. Communities' online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

**SUPPLIER QUALIFICATIONS  
COMMITMENTS**

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

**The remainder of this page is intentionally left blank.**

**SUPPLIER QUALIFICATIONS  
U.S. COMMUNITIES ADMINISTRATION AGREEMENT**

**U.S. Communities Administration Agreement**

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Appendix B) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.**

**The remainder of this page is intentionally left blank.**

SUPPLIER QUALIFICATIONS  
SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.  
YES \_\_\_ NO \_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
YES \_\_\_ NO \_\_\_
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 35 U.S. states?  
YES \_\_\_ NO \_\_\_
- D. Did your company have sales greater than \$25 million last year in the United States?  
YES \_\_\_ NO \_\_\_
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?  
YES \_\_\_ NO \_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
YES \_\_\_ NO \_\_\_
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES \_\_\_ NO \_\_\_
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES \_\_\_ NO \_\_\_
- I. Will your company commit to the following program implementation schedule?  
YES \_\_\_ NO \_\_\_
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?  
YES \_\_\_ NO \_\_\_

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**SUPPLIER QUALIFICATIONS  
NEW SUPPLIER IMPLEMENTATION CHECKLIST**

<b>New Supplier Implementation Checklist</b>	<b>Target Completion After Award</b>
<b>1. First Conference Call</b> Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	<b>One Week</b>
<b>2. Second Conference Call</b> Review Contract Commitments	<b>One Week</b>
<b>3. Administrative Agreement Signed</b> Lead Public Agency agreement signed	<b>One Week</b>
<b>4. Supplier Login Established</b> Complete Supplier initiation form Complete Supplier product template Create user account & user ID - Communicate to Supplier	<b>One Week</b>
<b>5. Initial Sr. Management Meeting</b> Review commitments Discuss National Account Manager (NAM) role & staff requirements Discuss reporting process & requirements Review kickoff plan Determine field sales introductory communication plan	<b>Two Weeks</b>
<b>6. Initial NAM &amp; Staff Training Meetings</b> Discuss expectations, roles & responsibilities Introduce and review web-based tools Discuss sales organization & define roles Review with NAM Review process & expectations with NAM and lead referral person Discuss marketing plan and customer communication strategy Discuss Admin process/expectations & provide admin support training	<b>Two Weeks</b>
<b>7. Review Top 10 Local Government Contracts</b> Determine strategies with NAM	<b>Two Weeks</b>
<b>8. Program Contact Requirements</b> Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	<b>Two Weeks</b>
<b>9. Web Development</b> Initiate IT contact Website construction	<b>Two Weeks Three Weeks</b>

**SUPPLIER QUALIFICATIONS  
NEW SUPPLIER IMPLEMENTATION CHECKLIST**

Website final edit	<b>Four Weeks</b>
Product upload to U.S. Communities site	<b>Four Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>	
Regional Manager (RM) briefing - Coordinate with NAM	<b>One Week</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Two Weeks</b>
Top 10 metro areas - Coordinate with NAM & RM	<b>Four Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
Training plan for other metros	
<b>11. Marketing</b>	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
<b>12. Green Initiative</b>	
Identify Green Products	<b>Two Weeks</b>
- Certifications	
- New product identification	
Identify green expert	
Green reporting	<b>Six Weeks</b>
Upload product to U.S. Communities website	<b>Four Weeks</b>
- Product description	
- Picture	
- SKU	
Green marketing material	<b>Six Weeks</b>
- Approved by U.S. Communities	
- Printed/ Images	
- Articles/ Best Practices/ Supplier internal green practices	
- Workshops	
- Green tradeshow	
- 3rd Party green vendors	

## SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

**Company**

1. Total number and location of sales persons employed by your company in the United States;

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
<b>Total: 366</b>		

2. Number and location of manufacturing facilities in the United States and Canada.
3. Number and location of distribution outlets in the United States (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2010, 2011 and 2012 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2010, 2011 AND 2012			
Segment	2010 Sales	2011 Sales	2012 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

**SUPPLIER INFORMATION**

7. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. If applicable, describe your company's ability to do business with dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

**Marketing**

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
  - a. \$ \_\_\_\_\_ .00 will be transitioned in year one.
  - b. \$ \_\_\_\_\_ .00 will be transitioned in year two.
  - c. \$ \_\_\_\_\_ .00 will be transitioned in year three.
5. Explain how your company proposes to resolve any complaints, issues or challenges.
6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full

## SUPPLIER INFORMATION

time to U.S. Communities account management along with key executive personnel that will be supporting the program.

### **Products**

1. Provide a description of the Products and Services to be provided by the major product categories set forth in the General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may order a range of product, services and solutions as appropriate for their needs.
2. Provide a description of any Related Products and Services Supplier wishes to be considered.
3. State the company's standard delivery time (in days), options for expediting delivery and return policies.
4. State restocking fees and procedures for returning products.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions.

### **Quality**

1. Describe your company's quality control processes from manufacture through delivery.
2. What testing methodologies do you use to ensure compliance with company specifications and industry standards?
3. Describe your problem escalation process.
4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
5. Describe and provide any product or service warranties.

### **Administration**

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

## SUPPLIER INFORMATION

2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Describe order authorization hierarchies and unique user role capabilities. Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### **National Staffing Plan**

A staffing plan is required which describes the Supplier's proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member's involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract, their relationship to the contracting organization, and amount of time to be devoted to the contract.

### **Environmental**

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable service leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining green products or sustainable processes.

## SUPPLIER INFORMATION

3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.
4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

### **Additional Information**

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

## GENERAL INFORMATION

**1. SCOPE OF CONTRACT:**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Traffic Control Products, and Related Products and Solutions for Barron County, Wisconsin and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

**2. RFP QUESTIONS:**

- 2.1. The County shall not be bound by and the Proposer shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing by email to:

Highway Commissioner: Mark Servi  
E-Mail: [bchdtcp@co.barron.wi.us](mailto:bchdtcp@co.barron.wi.us)

- 2.2. Questions received up to the deadline to submit questions in the Calendar of Events will be answered in writing per the Calendar of Events. Answers to questions from any Proposer will be provided to all Proposers.
- 2.3. All communications regarding this proposal shall only be through the County's point of contact listed above. No communication is to be directed to any other County personnel.

**3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. The term of the contract will be for three (3) years following the contract award date.
- 3.2. Barron County may, at its option, renew the term of this Contract up to a maximum of three (3) years, one (1) year at a time. The Contractor shall be notified in writing by the County of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.
- 3.3. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified and based upon verifiable criteria such as the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.
- 3.4. At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

**4. CALENDAR OF EVENTS (Subject to Change):**

<u>Event</u>	<u>Date</u>
Issue RFP	October 21, 2013
Deadline for receipt of questions via email	November 1, 2013, 11:00 am
Issue Addendum/a (if required)	November 7, 2013
Proposal Due Date	November 25, 2013, 11:00 am

## GENERAL INFORMATION

Evaluation Period  
Contract Start Date

December 2013  
February 1, 2014

**5. TECHNICAL PROPOSAL INSTRUCTIONS:**

- 5.1. The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that ten (10) copies of the technical proposal be provided in CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version.

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

- 5.2. The Proposer must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

Tab 1 – COVER LETTER: Submit completed Proposal Cover Sheet. Additionally, include a cover letter which will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of products, services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

Tab 2 - EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other companies who will be providing products or services through a dealer or distribution arrangement with the Proposer. At a minimum, the Proposer will provide the following information.

- Name of firm submitting proposal
- Main office address
- If a corporation, when and where incorporated
- List any dba's
- Number of years in business
- Total number of employees

Tab 4 – PROPOSER INFORMATION:

- a. Supplier Qualifications (Ref. pages 14-18): Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 20).

## GENERAL INFORMATION

c. Supplier Information (Ref. pages 23-27)

Tab 5 – STATEMENT OF QUALIFICATIONS: This section shall describe the Proposer's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

## Tab 6 – FINANCIAL STATEMENTS:

Proposer must provide detailed, audited income statements and balance sheets from two of the most recent reporting periods.

## Tab 7 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered

## Tab 8 – Submit any initialed and/or signed Addenda (if applicable).

## Tab 9 – Proposer's catalog

**6. COST PROPOSAL INSTRUCTIONS:**

- 6.1. The Proposer must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

It is required that ten (10) copies of the cost proposal be provided in CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version.

- a. Provide the pricing using a **fixed percentage** (%) discount off PROPOSER'S CATALOG PRICE LIST or other objectively verifiable criteria.
- b. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this is most advantageous to Participating public Agencies. **Copies of the relevant price lists must be included in the Cost Proposal.**
- c. If offered, provide Proposer pricing for custom signs.
- d. Provide the pricing for any services and solutions offered using a **mark-up percentage over cost**. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies.
- e. Provide the pricing for any related products and services offered by your company.
- f. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase by Participating Public Agencies.
- g. Prices/discounts shall be F.O.B. destination.

## GENERAL INFORMATION

- h. It is the Proposer's responsibility to provide the County and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.
- 6.2. The Proposer must submit Market Basket Pricing in ATTACHMENT B for evaluation purposes only. Pricing should be based on Proposers fixed percentage discount off its manufacturer catalog price list. Proposer may take into consideration any pricing incentives or rebates it is offering through this contract.

**Note: Market Basket Pricing is not to be construed as Proposer's complete offer nor is it a core list. It is for evaluation purposes only. Proposer's entire catalog list/assortment will be Proposer's offer to Barron County and Participating Public Agencies.**

**7. CONTACT FOR CONTRACTUAL MATERS:**

- 7.1. All communications and requests for information and clarifications shall be directed to the following official:

Mark Servi, Highway Commissioner  
Highway Department  
E-mail: [bchdtcp@co.barron.wi.us](mailto:bchdtcp@co.barron.wi.us)

- 7.2. No attempt shall be made by any Proposer to contact members of the Evaluation Team or others at the County about this procurement.

**8. SUBMISSION OF PROPOSALS:**

- 8.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Proposers name and address on the outside. In addition, ten (10) copies of the Technical proposal and ten (10) copies of the Cost proposal shall be provided in a CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Highway Department  
260 North 7<sup>th</sup> Street  
Barron, WI 54812

- 8.2. Proposers are reminded that changes to the Request for Proposal, in the form of Addenda, are often issued. All addenda **MUST** be signed and submitted as a part of Proposer's proposal. Notice of addenda will be posted at [www.baroncountywi.gov](http://www.baroncountywi.gov). It is the Proposer's responsibility to monitor the web page for the most current addenda.
- 8.3. It is the Proposer's responsibility to clearly identify and to describe the products and services being offered in response to this Request for Proposal. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental

## GENERAL INFORMATION

information must be furnished and presented in an organized, comprehensive and easy to follow manner.

8.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

8.5. Each original and set of the ten (10) copies of the proposal shall consist of:

- a. Cover Sheet
- b. Technical proposal as required in the General Information section, paragraph 5, **TECHNICAL PROPOSAL INSTRUCTIONS.**
- c. Cost proposal as required in the General Information section, paragraph 6, **COST PROPOSAL INSTRUCTIONS.**

8.6. By executing the cover sheet, Proposer acknowledges that it has read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

### **9. PROPOSER PERSONNEL REQUIREMENTS AND DETERMINATION OF RESPONSIBILITY**

9.1. Barron County may make such investigation as deemed necessary to determine the ability of the Proposer to supply the product or information and data for this purpose as Barron County may request.

9.2. Proposers are encouraged to promptly notify the Highway Commissioner, in writing via email, of any apparent major inconsistencies, problems, or ambiguities in the Specifications. Address notifications to: Mark Servi, Barron County Highway Commissioner, [bchdtp@co.barron.wi.us](mailto:bchdtp@co.barron.wi.us).

### **10. LATE PROPOSALS:**

10.1. Proposals received in the Highway Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer.

### **11. PERIOD THAT PROPOSALS REMAIN VALID:**

11.1. Proposals will remain valid for a period of one-hundred twenty days (120) calendar days after the date specified for receipt of proposals.

### **12. EVALUATION OF PROPOSAL – SELECTION FACTORS:**

The following factors will be considered in the award of this contract:

## GENERAL INFORMATION

- 12.1. **PROVEN EXPERIENCE** of the Company's success in providing Traffic Control Products and Related Products and Services on a nationwide and local basis in a timely manner.
- 12.2. Depth of response to **TECHNICAL PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 5).
- 12.3. Depth of response to **COST PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 6).
- 12.4. Depth of response to **SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**.

### **13. TRADE SECRET/PROPRIETARY INFORMATION:**

- 13.1. Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction shall not be subject to public disclosure under the Wisconsin Public Records Law; however, Proposers must invoke the protections of this section prior to or upon submission of the data or other materials.
- 13.2. The Proposer must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Proposer.

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APPENDIX A  
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

APPENDIX A  
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

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APPENDIX B  
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

**RECITALS**

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

## APPENDIX B ADMINISTRATION AGREEMENT

including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

### ARTICLE II

#### TERM OF AGREEMENT

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

### ARTICLE III

#### REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the

## APPENDIX B ADMINISTRATION AGREEMENT

U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments") and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S.

## APPENDIX B ADMINISTRATION AGREEMENT

Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

## APPENDIX B ADMINISTRATION AGREEMENT

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall

## APPENDIX B ADMINISTRATION AGREEMENT

inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage  
containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding  
U.S. Communities.

(C) A dedicated email address for general inquiries in the following  
format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

## APPENDIX B ADMINISTRATION AGREEMENT

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

### ARTICLE IV

#### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

### ARTICLE V

#### FEES & REPORTING

## APPENDIX B ADMINISTRATION AGREEMENT

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency a portion of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

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<b>Report Name</b>	<b>Follow up with U.S. Communities</b>
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

**ARTICLE VI**

**MISCELLANEOUS**

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

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6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities  
2999 Oak Road, Suite 710  
Walnut Creek, California 94597  
Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including

APPENDIX B  
ADMINISTRATION AGREEMENT

impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

APPENDIX B  
ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

Title: \_\_\_\_\_

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

Title: \_\_\_\_\_

APPENDIX B  
ADMINISTRATION AGREEMENT

ATTACHMENT A

MASTER AGREEMENT

(Barron County Master Agreement/Contract to be attached at time of award.)

STATE NOTICE ADDENDUM

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other states:

State of Oregon, State of Hawaii, State of Washington

**State: HI**  
**Account Type: HI Counties, Cities, Colleges**

- Hawaii County
- Honolulu County
- Kauai County
- Maui County
- Kalawao County
- Aiea
- Anahola
- Barbers Point N A S
- Camp H M Smith
- Captain Cook
- Eleele
- Ewa Beach
- Fort Shafter
- Haiku
- Hakalau
- Haleiwa
- Hana
- Hanalei
- Hanamaulu
- Hanapepe
- Hauula
- Hawaii National Park
- Hawaiian Ocean View

- Hawi
- Hickam AFB
- Hilo
- Holualoa
- Honaunau
- Honokaa
- Honolulu
- Honomu
- Hoolehua
- Kaaawa
- Kahuku
- Kahului
- Kailua
- Kailua Kona
- Kalaheo
- Kalaupapa
- Kamuela
- Kaneohe
- Kapaa
- Kapaau
- Kapolei
- Kaumakani
- Kaunakakai
- Kawela Bay
- Keaau
- Kealakekua
- Kealia

STATE NOTICE ADDENDUM

Keauhou	Waikoloa
Kekaha	Wailuku
Kihei	Waimanalo
Kilauea	Waimea
Koloa	Waipahu
Kualapuu	Wake Island
Kula	Wheeler Army Airfield
Kunia	Brigham Young University - Hawaii
Kurtistown	Chaminade University of Honolulu
Lahaina	Hawaii Business College
Laie	Hawaii Pacific University
Lanai City	Hawaii Technology Institute
Laupahoehoe	Heald College - Honolulu
Lawai	Remington College - Honolulu Campus
Lihue	University of Phoenix - Hawaii Campus
M C B H Kaneohe Bay	Hawaii Community College
Makawao	Honolulu Community College
Makaweli	Kapiolani Community College
Maunaloa	Kauai Community College
Mililani	Leeward Community College
Mountain View	Maui Community College
Naalehu	University of Hawaii at Hilo
Ninole	University of Hawaii at Manoa
Ocean View	Windward Community College
Ookala	
Paauhau	
Paauilo	
Pahala	
Pahoa	
Paia	
Papaaloa	
Papaikou	
Pearl City	
Pearl Harbor	
Pepeekeo	
Princeville	
Pukalani	
Puunene	
Schofield Barracks	
Tripler Army Medical Center	
Volvano	
Wahiawa	
Waialua	
Waianae	

## STATE NOTICE ADDENDUM

**State: HI (106 records)****Account Type: K-12 (13 records)**

ST JOHN THE BAPTIST  
 Waimanalo Elementary and Intermediate School  
 Kailua High School  
 PACIFIC BUDDHIST ACADEMY  
 HAWAII TECHNOLOGY ACADEMY  
 CONGREGATION OF CHRISTIAN BROTHERS  
 OF HAWAII, INC.  
 MARYKNOLL SCHOOL  
 ISLAND SCHOOL  
 KE KULA O S. M. KAMAKAU  
 KAMEHAMEHA SCHOOLS  
 HANAHAU'OLI SCHOOL  
 EMMANUAL LUTHERAN SCHOOL  
 Our Savior Lutheran School

**Account Type: County (3 records)**

BOARD OF WATER SUPPLY  
 MAUI COUNTY COUNCIL  
 Honolulu Fire Department

**Account Type: Non-Profit (61 records)**

Naalehu Assembly of God  
 University of the Nations  
 outrigger canoe club  
 One Kalakaua  
 Native Hawaiian Hospitality Association  
 St. Theresa School  
 Hawaii Peace and Justice  
 Kauai Youth Basketball Association  
 NA HALE O MAUI  
 LEEWARD HABITAT FOR HUMANITY  
 WAIANAE COMMUNITY OUTREACH  
 NA LEI ALOHA FOUNDATION  
 HAWAII FAMILY LAW CLINIC DBA ALA  
 KUOLA  
 BUILDING INDUSTRY ASSOCIATION OF  
 HAWAII  
 UNIVERSITY OF HAWAII FEDERAL CREDIT  
 UNION  
 LANAKILA REHABILITATION CENTER INC.  
 POLYNESIAN CULTURAL CENTER

CTR FOR CULTURAL AND TECH  
 INTERCHNG BETW EAST AND WEST  
 BISHOP MUSEUM  
 ALOCHOLIC REHABILITATION SVS OF HI  
 INC DBA HINA MAUKA  
 ASSOSIATION OF OWNERS OF KUKUI  
 PLAZA  
 MAUI ECONOMIC DEVELOPMENT BOARD  
 NETWORK ENTERPRISES, INC.  
 HONOLULU HABITAT FOR HUMANITY  
 ALOHACARE  
 ORI ANUENUE HALE, INC.  
 IUPAT, DISTRICT COUNCIL 50  
 GOODWILL INDUSTRIES OF HAWAII, INC.  
 HAROLD K.L. CASTLE FOUNDATION  
 MAUI ECONOMIC OPPORTUNITY, INC.  
 EAH, INC.  
 PARTNERS IN DEVELOPMENT  
 FOUNDATION  
 HABITAT FOR HUMANITY MAUI  
 W. M. KECK OBSERVATORY  
 HAWAII EMPLOYERS COUNCIL  
 HAWAII STATE FCU  
 MAUI COUNTY FCU  
 PUNAHOU SCHOOL  
 YMCA OF HONOLULU  
 EASTER SEALS HAWAII  
 AMERICAN LUNG ASSOCIATION  
 Hawaii Area Committee  
 St. Francis Medical Center  
 READ TO ME INTERNATIONAL  
 FOUNDATION  
 MAUI FAMILY YMCA  
 WAILUKU FEDERAL CREDIT UNION  
 ST. THERESA CHURCH  
 HALE MAHAOLU  
 Hawaii Island Humane Society  
 First United Methodist Church  
 AOA Royal Capitol Plaza  
 MARINE SURF WAIKIKI, INC.  
 Hawaii Health Connector  
 Hawaii Carpenters Market Recovery Program  
 Fund  
 Puu Heleakala Community Association  
 Saint Louis School  
 Kailua Racquet Club, Ltd.  
 Homewise Inc.

STATE NOTICE ADDENDUM

Hawaii Baptist Academy  
prod test kindly ignore HI - DP  
Kroc Center Hawaii

**Account Type: College and University (7 records)**

ARGOSY UNIVERSITY  
HAWAII PACIFIC UNIVERSITY  
UNIVERSITY OF HAWAII AT MANOA  
RESEARCH CORPORATION OF THE  
UNIVERSITY OF HAWAII  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
University Clinical Research and Association  
CHAMINADE UNIVERSITY OF HONOLULU

**Account Type: Other (5 records)**

Hawaii Information Consortium  
TURTLE BAY RESORT GOLF CLUB  
Leeward Community Church  
Queen Emma Gardens AOA

**Account Type: City (1 record)**

COUNTY OF MAUI

**Account Type: Community College (2 records)**

Honolulu Community College  
COLLEGE OF THE MARSHALL ISLANDS

**Account Type: State Agency (11 records)**

DOT Airports Division Hilo International Airport  
Judiciary - State of Hawaii  
STATE OF HAWAII, DEPT. OF EDUCATION  
ADMIN. SERVICES OFFICE  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
HAWAII AGRICULTURE RESEARCH  
CENTER  
STATE OF HAWAII  
Third Judicial Circuit - State of Hawaii

**Account Type: Consolidated City/County (1 record)**

CITY AND COUNTY OF HONOLULU

**Account Type: Federal (2 records)**

US Navy  
Defense Information System Agency

**State: OR (1,048 records)**

**Account Type: K-12 (197 records)**

VALLEY CATHOLIC SCHL  
Bethel School District #52  
St. Therese Parish/School  
Portland YouthBuilders  
Wallowa County ESD  
Fern Ridge School District 28J  
MOLALLA RIVER ACADEMY  
HIGH DESERT EDUCATION SERVICE  
DISTRICT  
SOUTHWEST CHARTER SCHOOL  
WHITEAKER MONTESSORI SCHOOL  
CASCADES ACADEMY OF CENTRAL  
OREGON  
NEAH-KAH-NIE DISTRICT NO.56  
INTER MOUNTAIN ESD  
STANFIELD SCHOOL DISTRICT  
LA GRANDE SCHOOL DISTRICT  
CASCADE SCHOOL DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
hillsboro school district  
GASTON SCHOOL DISTRICT 511J  
BEAVERTON SCHOOL DISTRICT  
COUNTY OF YAMHILL SCHOOL DISTRICT  
29  
WILLAMINA SCHOOL DISTRICT  
MCMINNVILLE SCHOOL DISTRICT NO.40  
Sheridan School District 48J  
THE CATLIN GABEL SCHOOL  
NORTH WASCO CTY SCHOOL DISTRICT 21 -  
CHENOWITH  
CENTRAL CATHOLIC HIGH SCHOOL  
CANYONVILLE CHRISTIAN ACADEMY  
GEN CONF OF SDA CHURCH WESTERN OR  
PORTLAND ADVENTIST ACADEMY  
OUR LADY OF THE LAKE SCHOOL  
NYSSA SCHOOL DISTRICT NO. 26  
ARLINGTON SCHOOL DISTRICT NO. 3  
LIVINGSTONE ADVENTIST ACADEMY

## STATE NOTICE ADDENDUM

Santiam Canyon SD 129J	WEST LINN WILSONVILLE SCHOOL DISTRICT
WEST HILLS COMMUNITY CHURCH	MOLALLA RIVER SCHOOL DISTRICT NO.35
BANKS SCHOOL DISTRICT	ESTACADA SCHOOL DISTRICT NO.108
WILLAMETTE EDUCATION SERVICE DISTRICT	GLADSTONE SCHOOL DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	ASTORIA SCHOOL DISTRICT 1C
HARNEY EDUCATION SERVICE DISTRICT	SEASIDE SCHOOL DISTRICT 10
GREATER ALBANY PUBLIC SCHOOL DISTRICT	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J	VERNONIA SCHOOL DISTRICT 47J
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	SOUTH COAST EDUCATION SERVICE DISTRICT
SILVER FALLS SCHOOL DISTRICT	COOS BAY SCHOOL DISTRICT NO.9
St Helens School District	COOS BAY SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8	NORTH BEND SCHOOL DISTRICT 13
Amity School District 4-J	COQUILLE SCHOOL DISTRICT 8
SCAPPOOSE SCHOOL DISTRICT 1J	MYRTLE POINT SCHOOL DISTRICT NO.41
REEDSPORT SCHOOL DISTRICT	BANDON SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
DAVID DOUGLAS SCHOOL DISTRICT	REDMOND SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71	DESCHUTES COUNTY SD NO.6 - SISTERS SD
TIGARD-TUALATIN SCHOOL DISTRICT	DOUGLAS EDUCATION SERVICE DISTRICT
SHERWOOD SCHOOL DISTRICT 88J	ROSEBURG PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT	GLIDE SCHOOL DISTRICT NO.12
NORTH CLACKAMAS SCHOOL DISTRICT	SOUTH UMPQUA SCHOOL DISTRICT #19
MONROE SCHOOL DISTRICT NO.1J	YONCALLA SCHOOL DISTRICT NO.32
CHILDPEACE MONTESSORI	ELKTON SCHOOL DISTRICT NO.34
HEAD START OF LANE COUNTY	DOUGLAS COUNTY SCHOOL DISTRICT 116
HARNEY COUNTY SCHOOL DIST. NO.3	HOOD RIVER COUNTY SCHOOL DISTRICT
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	PHOENIX-TALENT SCHOOL DISTRICT NO.4
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	CENTRAL POINT SCHOOL DISTRICT NO. 6
LEBANON COMMUNITY SCHOOLS NO.9	JACKSON CO SCHOOL DIST NO.9
MT.SCOTT LEARNING CENTERS	ROGUE RIVER SCHOOL DISTRICT NO.35
SEVEN PEAKS SCHOOL	MEDFORD SCHOOL DISTRICT 549C
DE LA SALLE N CATHOLIC HS	CULVER SCHOOL DISTRICT NO.
MULTISENSORY LEARNING ACADEMY	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
MITCH CHARTER SCHOOL	GRANTS PASS SCHOOL DISTRICT 7
REALMS CHARTER SCHOOL	LOST RIVER JR/SR HIGH SCHOOL
BAKER SCHOOL DISTRICT 5-J	KLAMATH FALLS CITY SCHOOLS
PHILOMATH SCHOOL DISTRICT	LANE COUNTY SCHOOL DISTRICT 4J
CLACKAMAS EDUCATION SERVICE DISTRICT	SPRINGFIELD SCHOOL DISTRICT NO.19
CANBY SCHOOL DISTRICT	CRESWELL SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46	SOUTH LANE SCHOOL DISTRICT 45J3
	LANE COUNTY SCHOOL DISTRICT 69

## STATE NOTICE ADDENDUM

SIUSLAW SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 LINN CO. SCHOOL DIST. 95C - SCIO SD  
 ONTARIO MIDDLE SCHOOL  
 GERVAIS SCHOOL DIST. #1  
 NORTH SANTIAM SCHOOL DISTRICT 29J  
 JEFFERSON SCHOOL DISTRICT  
 SALEM-KEIZER PUBLIC SCHOOLS  
 MT. ANGEL SCHOOL DISTRICT NO.91  
 MARION COUNTY SCHOOL DISTRICT 103 -  
 WASHINGTON ES  
 MORROW COUNTY SCHOOL DISTRICT  
 MULTNOMAH EDUCATION SERVICE  
 DISTRICT  
 GRESHAM-BARLOW SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO. 2  
 CENTRAL SCHOOL DISTRICT 13J  
 St. Mary Catholic School  
 CROSSROADS CHRISTIAN SCHOOL  
 ST. ANTHONY SCHOOL  
 HERITAGE CHRISTIAN SCHOOL  
 BEND-LA PINE SCHOOL DISTRICT  
 GLENDALE SCHOOL DISTRICT  
 LINCOLN COUNTY SCHOOL DISTRICT  
 PORTLAND PUBLIC SCHOOLS  
 REYNOLDS SCHOOL DISTRICT  
 CENTENNIAL SCHOOL DISTRICT  
 NOBEL LEARNING COMMUNITIES  
 St. Stephen's Academy  
 Salem-Keizer 24J  
 McKay High School  
 Pine Eagle Charter School  
 Waldo Middle School  
 hermiston school district  
 Clear Creek Middle School  
 Marist High School  
 Victory Academy  
 Vale School District No. 84  
 St. Mary School  
 Junction City High School  
 Three Rivers School District  
 Pedee School  
 Fern Ridge School District  
 Ppme Education Committee  
 JESUIT HIGH SCHL EXEC OFC

LASALLE HIGH SCHOOL  
 Southwest Christian School  
 Stayton Christian School  
 Willamette Christian School  
 Westside Christian High School  
 CS LEWIS ACADEMY  
 Portland America School  
 Forest Hills Lutheran School  
 Sunrise Preschool  
 Mosier Community School  
 Koreducators Lep High  
 Warrenton Hammond School District  
 Sutherlin School District  
 Malheur Elementary School District  
 Ontario School District  
 Parkrose School District 3  
 Riverdale School District 51J  
 Tillamook School District  
 Trinity Lutheran Church and School  
 Siletz Valley School  
 Madeleine School  
 South Columbia Family School  
 Helix School District  
 Corvallis School District 509J  
 Falls City School District #57  
 Portland Christian Schools  
 Muddy Creek Charter School  
 Yamhill Carlton School District  
 ABIQUA SCHL  
 Imbler School District #11  
 monument school  
 St. Paul School District  
 L'Etoiile French Immersion School  
 Marist Catholic High School  
 Ukiah School District 80R  
 North Powder Charter School  
 French American School  
 Mastery Learning Institute  
 North Lake School District 14

**Account Type: County (44 records)**

GILLIAM COUNTY OREGON  
 HOUSING AUTHORITY OF CLACKAMAS  
 COUNTY  
 UMATILLA COUNTY, OREGON

STATE NOTICE ADDENDUM

MULTNOMAH LAW LIBRARY  
 clackamas county  
 CLATSOP COUNTY  
 COLUMBIA COUNTY, OREGON  
 coos county  
 CROOK COUNTY ROAD DEPARTMENT  
 CURRY COUNTY OREGON  
 DESCHUTES COUNTY  
 GILLIAM COUNTY  
 GRANT COUNTY, OREGON  
 HARNEY COUNTY SHERIFFS OFFICE  
 HOOD RIVER COUNTY  
 jackson county  
 josephine county  
 klamath county  
 LANE COUNTY  
 LINN COUNTY  
 MARION COUNTY , SALEM, OREGON  
 MULTNOMAH COUNTY  
 SHERMAN COUNTY  
 WASCO COUNTY  
 YAMHILL COUNTY  
 WALLOWA COUNTY  
 ASSOCIATION OF OREGON COUNTIES  
 NAMI LANE COUNTY  
 BENTON COUNTY  
 DOUGLAS COUNTY  
 JEFFERSON COUNTY  
 LAKE COUNTY  
 LINCOLN COUNTY  
 POLK COUNTY  
 UNION COUNTY  
 WASHINGTON COUNTY  
 MORROW COUNTY  
 NORCOR Juvenile Detention  
 Tillamook County Estuary  
 Job Council  
 Mckenzie Personnel Services  
 Columbia Basin Care Facility  
 BAKER CNTY GOVT  
 TILLAMOOK CNTY

Salem First Presbyterian Church  
 Rolling Hills Baptist Church  
 Baker Elks  
 Gates Community Church of Christ  
 PIP Corps LLC  
 Turtle Ridge Wildlife Center  
 Grande Ronde Model Watershed Foundation  
 Western Environmental Law Center  
 Mercy Flights, Inc.  
 HHoly Trinity Greek Orthodox Cathedral  
 MECOP Inc.  
 Beaverton Christians Church  
 Oregon Humanities  
 St. Pius X School  
 Community Connection of Northeast Oregon, Inc.  
 Living Opportunities, Inc.  
 Coos Art Museum  
 OETC  
 Blanchet House of Hospitality  
 Merchants Exchange of Portland, Oregon  
 Coalition for a Livable Future  
 Central Oregon Visitors Association  
 Soroptimist International of Gold Beach, OR  
 Real Life Christian Church  
 Delphian School  
 AVON  
 Human Solutions, Inc.  
 The Wallace Medical Concern  
 Boys & Girls Club of Salem, Marion & Polk  
 Counties  
 The Ross Ragland Theater and Cultural Center  
 Cascade Health Solutions  
 Umpqua Community Health Center  
 ALZHEIMERS NETWORK OF OREGON  
 NATIONAL WILD TURKEY FEDERATION  
 TILLAMOOK ESTUARIES PARTNERSHIP  
 LIFEWORKS NW  
 COLLEGE HOUSING NORTHWEST  
 PARALYZED VETERANS OF AMERICA  
 Independent Development Enterprise Alliance  
 MID-WILLAMETTE VALLEY COMMUNITY  
 ACTION AGENCY, INC  
 HALFWAY HOUSE SERVICES, INC.  
 REDMOND PROFICIENCY ACADEMY  
 OHSU FOUNDATION

**Account Type: Non-Profit (453 records)**

Mt Emily Safe Center

STATE NOTICE ADDENDUM

SHELTERCARE  
PRINGLE CREEK SUSTAINABLE LIVING CENTER  
PACIFIC INSTITUTES FOR RESEARCH  
Mental Health for Children, Inc.  
The Dreaming Zebra Foundation  
LAUREL HILL CENTER  
THE OREGON COMMUNITY FOUNDATION  
OCHIN  
WE CARE OREGON  
SE WORKS  
ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
OMNIMEDIX INSTITUTE  
PORTLAND BUSINESS ALLIANCE  
GATEWAY TO COLLEGE NATIONAL NETWORK  
FOUNDATIONS FOR A BETTER OREGON  
GOAL ONE COALITION  
ATHENA LIBRARY FRIENDS ASSOCIATION  
Coastal Family Health Center  
CENTER FOR COMMUNITY CHANGE  
STAND FOR CHILDREN  
ST. VINCENT DEPAUL OF LANE COUNTY  
EAST SIDE FOURSQUARE CHURCH  
CORVALLIS MOUNTAIN RESCUE UNIT  
InventSuccess  
SHERIDAN JAPANESE SCHOOL FOUNDATION  
MOSAIC CHURCH  
HOUSING AUTHORITY OF LINCOLN COUNTY  
RENEWABLE NORTHWEST PROJECT  
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
CONSERVATION BIOLOGY INSTITUTE  
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
BLACHLY LANE ELECTRIC COOPERATIVE  
MORNING STAR MISSIONARY BAPTIST CHURCH  
NORTHWEST FOOD PROCESSORS ASSOCIATION  
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
OREGON EDUCATION ASSOCIATION  
HEARING AND SPEECH INSTITUTE INC  
SALEM ELECTRIC

MORRISON CHILD AND FAMILY SERVICES  
JUNIOR ACHIEVEMENT  
CENTRAL BIBLE CHURCH  
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
TRILLIUM FAMILY SERVICES, INC.  
YWCA SALEM  
PORTLAND ART MUSEUM  
SAINT JAMES CATHOLIC CHURCH  
SOUTHERN OREGON HUMANE SOCIETY  
VOLUNTEERS OF AMERICA OREGON  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
METROPOLITAN FAMILY SERVICE  
OREGON MUSUEM OF SCIENCE AND INDUSTRY  
FIRST UNITARIAN CHURCH  
ST. ANTHONY CHURCH  
Good Shepherd Medical Center  
Salem Academy  
ST VINCENT DE PAUL  
OUTSIDE IN  
UNITED CEREBRAL PALSY OF OR AND SW WA  
WILLAMETTE VIEW INC.  
PORTLAND HABILITATION CENTER, INC.  
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
ROSE VILLA, INC.  
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
Oregon Research Institute  
WILLAMETTE LUTHERAN HOMES, INC  
LANE MEMORIAL BLOOD BANK  
PORTLAND JEWISH ACADEMY  
LANECO FEDERAL CREDIT UNION  
GRANT PARK CHURCH  
ST. MARYS OF MEDFORD, INC.  
US CONFERENCE OF MENONNITE BRETHREN CHURCHES  
FAITHFUL SAVIOR MINISTRIES  
OREGON CITY CHURCH OF THE NAZARENE  
OREGON COAST COMMUNITY ACTION  
NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
COMMUNITY ACTION TEAM, INC.

STATE NOTICE ADDENDUM

EUGENE SYMPHONY ASSOCIATION, INC.  
STAR OF HOPE ACTIVITY CENTER INC.  
SPARC ENTERPRISES  
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
SALEM ALLIANCE CHURCH  
Lane Council of Governments  
FORD FAMILY FOUNDATION  
TRAILS CLUB  
NEWBERG FRIENDS CHURCH  
WOODBURN AREA CHAMBER OF COMMERCE  
CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
CITY BIBLE CHURCH  
OREGON LIONS SIGHT & HEARING FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
THE SALVATION ARMY - CASCADE DIVISION  
WILLAMETTE FAMILY  
WHITE BIRD CLINIC  
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON HOUSING NORTHWEST  
OREGON ENVIRONMENTAL COUNCIL  
LOAVES & FISHES CENTERS, INC.  
FAITH CENTER  
Bob Belloni Ranch, Inc.  
GOOD SHEPHERD COMMUNITIES  
SACRED HEART CATHOLIC DAUGHTERS  
HELP NOW! ADVOCACY CENTER  
TENAS ILLAHEE CHILDCARE CENTER  
SUNRISE ENTERPRISES  
LOOKING GLASS YOUTH AND FAMILY SERVICES  
SERENITY LANE  
EAST HILL CHURCH  
LA GRANDE UNITED METHODIST CHURCH  
COAST REHABILITATION SERVICES  
Edwards Center Inc  
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES  
NEW HOPE COMMUNITY CHURCH  
KLAMATH HOUSING AUTHORITY  
QUADRIPLEGICS UNITED AGAINST  
DEPENDENCY, INC.  
SPONSORS, INC.  
COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC  
METRO HOME SAFETY REPAIR PROGRAM  
OREGON SUPPORTED LIVING PROGRAM  
SOUTH COAST HOSPICE, INC.  
ALLFOURONE/CRESTVIEW CONFERENCE CTR.  
The International School  
REBUILDING TOGETHER - PORTLAND INC.  
PENDLETON ACADEMIES  
PACIFIC FISHERY MANAGEMENT COUNCIL  
DOGS FOR THE DEAF, INC.  
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
EMMAUS CHRISTIAN SCHOOL  
DELIGHT VALLEY CHURCH OF CHRIST  
SAINT CATHERINE OF SIENA CHURCH  
PORT CITY DEVELOPMENT CENTER  
VIRGINIA GARCIA MEMORIAL HEALTH CENTER  
CENTRAL CITY CONCERN  
CANBY FOURSQUARE CHURCH  
EMERALD PUD  
VERMONT HILLS FAMILY LIFE CENTER  
BENTON HOSPICE SERVICE  
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
COMMUNITY CANCER CENTER  
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
CASCADIA BEHAVIORAL HEALTHCARE  
WILD SALMON CENTER  
BROAD BASE PROGRAMS INC.  
SUNNYSIDE FOURSQUARE CHURCH  
TRAINING EMPLOYMENT CONSORTIUM  
RELEVANT LIFE CHURCH  
211INFO  
SONRISE CHURCH  
LIVING WAY FELLOWSHIP  
Women's Safety & Resource Center  
SEXUAL ASSAULT RESOURCE CENTER  
IRCO  
NORTHWEST YOUTH CORPS  
TILLAMOOK CNTY WOMENS CRISIS CENTER

STATE NOTICE ADDENDUM

SECURITY FIRST CHILD DEVELOPMENT CENTER  
CLASSROOM LAW PROJECT  
YOUTH GUIDANCE ASSOC.  
PREGNANCY RESOUCES CENTERS OF GRETER PORTLAND  
ELMIRA CHURCH OF CHRIST  
JASPER MOUNTAIN  
ACUMENTRA HEALTH  
WORKSYSTEMS INC  
COVENANT CHRISTIAN HOOD RIVER OREGON DONOR PROGRAM  
NAMI OREGON  
OLIVET BAPTIST CHURCH  
SILVERTON AREA COMMUNITY AID  
CONFEDERATED TRIBES OF GRAND RONDE  
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
CATHOLIC COMMUNITY SERVICES  
NEW AVENUES FOR YOUTH INC  
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
DECISION SCIENCE RESEARCH INSTITUTE, INC.  
WESTERN STATES CENTER  
HIV ALLIANCE, INC  
PARTNERSHIPS IN COMMUNITY LIVING, INC.  
FANCONI ANEMIA RESEARCH FUND INC.  
BLIND ENTERPRISES OF OREGON  
OREGON BALLET THEATRE  
SMART  
All God's Children International  
FARMWORKER HOUISNG DEV CORP  
UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
REGIONAL ARTS AND CULTURE COUNCIL  
THE EARLY EDUCATION PROGRAM, INC.  
MACDONALD CENTER  
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
SELF ENHANCEMENT INC.  
FRIENDS OF THE CHILDREN  
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
COMMUNITY VETERINARY CENTER  
PORTLAND SCHOOLS FOUNDATION

SUSTAINABLE NORTHWEST  
OREGON DEATH WITH DIGNITY  
BIRCH COMMUNITY SERVICES, INC.  
BAY AREA FIRST STEP, INC.  
OSLC COMMUNITY PROGRAMS  
EN AVANT, INC.  
ASHLAND COMMUNITY HOSPITAL  
NORTHWEST ENERGY EFFICIENCY ALLIANCE  
BONNEVILLE ENVIRONMENTAL FOUNDATION  
SUMMIT VIEW COVENANT CHURCH  
SALMON-SAFE INC.  
BETHEL CHURCH OF GOD  
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
SAINT ANDREW NATIVITY SCHOOL  
BARLOW YOUTH FOOTBALL  
SPOTLIGHT THEATRE OF PLEASANT HILL  
FAMILIES FIRST OF GRANT COUNTY, INC.  
TOUCHSTONE PARENT ORGANIZATION  
CANCER CARE RESOURCES  
CASCADIA REGION GREEN BUILDING COUNCIL  
SHERMAN DEVELOPMENT LEAGUE, INC.  
SCIENCEWORKS  
WORD OF LIFE COMMUNITY CHURCH  
SOCIAL VENTURE PARTNERS PORTLAND  
OREGON PROGRESS FORUM  
CENTER FOR RESEARCH TO PRACTICE  
WESTERN RIVERS CONSERVANCY  
UNITED WAY OF THE COLUMBIA  
WILLAMETTE  
EUGENE BALLET COMPANY  
EAST WEST MINISTRIES INTERNATIONAL  
SISKIYOU INITIATIVE  
EDUCATIONAL POLICY IMPROVEMENT CENTER  
North Pacific District of Foursquare Churches  
CATHOLIC CHARITIES  
FIRST CHURCH OF THE NAZARENE  
WESTSIDE BAPTIST CHURCH  
Little Promises Chlildren's Program  
UNION GOSPEL MISSION  
GRACE BAPTIST CHURCH  
COMMUNITY ACTION ORGANIZATION  
OUTSIDE IN

STATE NOTICE ADDENDUM

MAKING MEMORIES BREAST CANCER  
FOUNDATION, INC.  
ELAW  
COMMUNITY HEALTH CENTER, INC  
Greater Portland INC  
Boys & Girls Club of Corvallis  
Southeast Uplift Neighborhood Coalition  
First United Presbyterian Church  
PDX Wildlife  
Jackson-Josephine 4-C Council  
Childswork Learning Center  
New Artists Performing Arts Productions, Inc.  
Relief Nursery  
Viking Sal Senior Center  
Boys and Girls Club of the rogue valley  
DrupalCon Inc., DBA Drupal Association  
Albany Partnership for Housing and Community  
Development  
Dress for Success Oregon  
Beaverton Rock Creek Foursquare Church  
St Paul Catholic Church  
St Mary's Catholic School and Parish  
Polk Soil and Water Conservation District  
Street Ministry  
La Grande Church of the Nazarene  
Spruce Villa, Inc.  
House of Prayer for All Nations  
Sacred Heart Catholic Church  
African American Health Coaliton, Inc.  
Happy Canyon Company  
Village Home Education Resource Center  
Monet's Children's Circle  
Cascade Housing Association  
Dayspring Fellowship  
Northwest Habitat Institute  
First Baptist Church  
The Nature Conservancy, Willamette Valley Field  
Office  
Portland Community Reinvestment Initiatives, Inc.  
GeerCrest Farm & Historical Society  
College United Methodist Church  
NEDCO  
Salem Evangelical Church  
Daystar Education, Inc.  
Oregon Social Learning Center

Pain Society of Oregon  
environmental law alliance worldwide  
Community in Action  
Safe Harbors  
Pacific Classical Ballet  
Depaul Industries  
African American Health Coalition  
Ministerio International Casa  
Jesus Prayer Book  
Workforce Northwest Inc  
Coalition Of Community Health  
New Paradise Worship Center  
River Network  
CCI Enterprises Inc  
Oregon Nurses Association  
GOODWILL INDUSTRIES OF THE  
COLUMBIA WILLAMETTE  
Mount Angel Abbey  
YMCA OF ASHLAND  
YMCA OF COLUMBIA-WILLAMETTE  
ASSOCIATION SERVICES  
Multnomah Law Library  
Friends Of Tryon Creek State P  
Ontrack Inc.  
Calvin Presbyterian Church  
HOLT INTL CHILD  
St John The Baptist Catholic  
Portland Foursquare Church  
Portland Christian Center  
Church Extension Plan  
Occu Afghanistan Relief Effort  
EUGENE FAMILY YMCA  
Christ The King Parish and School  
Congregation Neveh Shalom  
Newberg Christian Church  
First United Methodist Church  
Zion Lutheran Church  
Hoodview Christian Church  
Southwest Bible Church  
Community Works Inc  
Masonic Lodge Pearl 66  
Molalla Nazarene Church  
Transition Projects, Inc  
St Michaels Episcopal Church  
Saint Johns Catholich Church

## STATE NOTICE ADDENDUM

Access Inc	Oregon Nikkei Endowment
Step Forward Activities Inc	Eastern Oregon Alcoholism Foundation
Lane Arts Council	Grantmakers for Education
Community Learning Center	The ALS Association Oregon and SW Washington Chapter
Old Mill Center for Children and Families	Children's Relief Nursery
Sunny Oaks Inc	Energy Trust of Oregon
Little Flower Development Center	Oregon Psychoanalytic Center
Hospice Center Bend La Pine	Store to Door
P E C I	Depaul Industries
Westside Foursquare Church	Union County Economic Development Corp.
Relief Nursery Inc	Camelto Theatre Company
Morning Star Community Church	Camp Fire Columbia
MULTNOMAH DEFENDERS INC	TAKE III OUTREACH
Providence Health System	Sandy Seventh-day Adventist Church
Holy Trinity Catholic Church	A FAMILY FOR EVERY CHILD
Holy Redeemer Catholic Church	1000 FRIENDS OF OREGON
Alliance Bible Church	NAMI of Washington County
Mid Columbia Childrens Council	Temple Beth Israel
HUMANE SOCIETY OF REDMOND	Albertina Kerr Centers
Intergral Youth Services	St. Matthew Catholic School
Our Redeemer Lutheran Church	Serendipity Center Inc
Kbps Public Radio	Center for Family Development
Skyball Salem Keizer Youth Bas	West Salem Foursquare Church
Open Technology Center	Ashland Art Center
Grace Chapel	Apostolic Church of Jesus Christ
CHILDREN'S MUSEUM 2ND	DOUGLAS FOREST PROTECTIVE
Oregon District 7 Little League	Oregon Lyme Disease Network
Portland Schools Alliance	Ecotrust
My Fathers House	SPECIAL MOBILITY SERVICES
Solid Rock	Ronald McDonald House Charities of Oregon & Southwest Washington
West Chehalem Friends Church	Center for Human Development
Eugene Creative Care	DePaul Treatment Centers, Inc.
Guide Dogs For The Blind	Mission Increase Foundation
Children Center At Trinity	Portland Japanese Garden
St. Katherine's Catholic Church	The Madeleine Parish
Scottish Rite	The Tucker-Maxon Oral School
THE NEXT DOOR	Southwest Neighborhoods, Inc
NATIONAL PSORIASIS FOUNDATION	Wallowa Valley Center For Wellness
NEW BEGINNINGS CHRISTIAN CENTER	Portland Oregon Visitors Association
HIGHLAND UNITED CHURCH OF CHRIST	Southern Oregon Project Hope
OREGON REPERTORY SINGERS	Our United Villages
HIGHLAND HAVEN	Samaritan Health Services Inc.
FAIR SHARE RESEARCH AND EDUCATION FUND	Kilchis House
First Baptist Church of Enterprise	

STATE NOTICE ADDENDUM

Grace Lutheran School  
Western Mennonite School

**Account Type: College and University (28 records)**

Oregon State University  
Treasure Valley Community College  
Unviersity of Oregon  
OREGON UNIVERSITY SYSTEM  
WESTERN STATES CHIROPRACTIC COLLEGE  
GEORGE FOX UNIVERSITY  
LEWIS AND CLARK COLLEGE  
PACIFIC UNIVERSITY  
REED COLLEGE  
WILLAMETTE UNIVERSITY  
LINFIELD COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NORTHWEST CHRISTIAN COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
BLUE MOUNTAIN COMMUNITY COLLEGE  
PORTLAND STATE UNIV.  
CLACKAMAS COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
OREGON HEALTH AND SCIENCE UNIVERSITY  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
pacific u  
UNIVERSITY OF OREGON  
CONCORDIA UNIV  
Marylhurst University  
Corban College  
Oregon Center For Advanced T  
Beta Omega Alumnae  
Oregon Institute of Technology

**Account Type: Other (45 records)**

Clackamas River Water Providers  
eickhoff dev co inc  
The Klamath Tribe  
Life Flight Network LLC  
COVENANT RETIREMENT COMMUNITIES  
PENTAGON FEDERAL CREDIT UNION  
SAIF CORPORATION  
GREATER HILLSBORO AREA CHAMBER OF

COMMERCE  
LANE ELECTRIC COOPERATIVE  
USAGENCIES CREDIT UNION  
DOUGLAS ELECTRIC COOPERATIVE, INC.  
ROGUE FEDERAL CREDIT UNION  
PACIFIC CASCADE FEDERAL CREDIT UNION  
PACIFIC STATES MARINE FISHERIES COMMISSION  
LOCAL GOVERNMENT PERSONNEL INSTITUTE  
MID COLUMBIA COUNCIL OF GOVERNMENTS  
CLACKAMAS RIVER WATER  
GRANTS PASS MANAGEMENT SERVICES, DBA  
SPIRIT WIRELESS  
Clatskanie People's Utility District  
Heartfelt Obstetrics & Gynecology  
Coquille Economic Development Corporation  
CITY/COUNTY INSURANCE SERVICE  
PIONEER COMMUNITY DEVELOPMENT  
Cornerstone Association Inc  
COMMUNITY CYCLING CENTER  
NPKA  
Shangri La  
Portland Impact  
Eagle Fern Camp  
NORTHWEST VINTAGE CAR AND MOTORCYCLE  
K Churchill Estates  
Cvalco  
KLAMATH FAMILY HEAD START  
RIVER CITY DANCERS  
Oregon Permit Technical Association  
KEIZER EAGLES AERIE 3895  
Pgma/Cathie Bourne  
Astra  
CSC HEAD START  
Beit Hallel  
Oregon Public Broadcasting  
Halsey-Shedd Fire District  
crescent grove cemetery  
EOU - NEOAHEC

**Account Type: City Special District (21 records)**

## STATE NOTICE ADDENDUM

Molalla Rural Fire Protection District  
 MONMOUTH - INDEPENDENCE NETWORK  
 MALIN COMMUNITY PARK AND  
 RECREATION DISTRICT  
 TILLAMOOK PEOPLES UTILITY DISTRICT  
 GLADSTONE POLICE DEPARTMENT  
 GOLD BEACH POLICE DEPARTMENT  
 THE NEWPORT PARK AND RECREATION  
 CENTER  
 RIVERGROVE WATER DISTRICT  
 WEST VALLEY HOUSING AUTHORITY  
 TUALATIN VALLEY FIRE & RESCUE  
 GASTON RURAL FIRE DEPARTMENT  
 CITY COUNTY INSURANCE SERVICES  
 METRO

Roseburg Police Department  
 SOUTH SUBURBAN SANITARY DISTRICT  
 OAK LODGE SANITARY DISTRICT  
 SOUTH FORK WATER BOARD  
 SUNSET EMPIRE PARK AND RECREATION  
 SPRINGFIELD UTILITY BOARD  
 Tillamook Urban Renewal Agency  
 Boardman Rural Fire Protection District

**Account Type: Independent Special District (43 records)**

Silverton Fire District  
 Lewis and Clark Rural Fire Protection District  
 Rainbow Water District  
 Illinois Valley Fire District  
 PORT OF TILLAMOOK BAY  
 TRI-COUNTY HEALTH CARE SAFETY NET  
 ENTERPRISE  
 METROPOLITAN EXPOSITION-RECREATION  
 COMMISSION  
 REGIONAL AUTOMATED INFORMATION  
 NETWORK  
 OAK LODGE WATER DISTRICT  
 THE PORT OF PORTLAND  
 WILLAMALANE PARK AND RECREATION  
 DISTRICT  
 TUALATIN VALLEY WATER DISTRICT  
 UNION SOIL & WATER CONSERVATION  
 DISTRICT  
 LANE EDUCATION SERVICE DISTRICT  
 TUALATIN HILLS PARK AND RECREATION  
 DISTRICT  
 PORT OF SIUSLAW

CHEHALEM PARK AND RECREATION  
 DISTRICT  
 PORT OF ST HELENS  
 LANE TRANSIT DISTRICT  
 CENTRAL OREGON INTERGOVERNMENTAL  
 COUNCIL  
 HOODLAND FIRE DISTRICT NO.74  
 WEST MULTNOMAH SOIL AND WATER  
 CONSERVATION DISTRICT  
 SALEM AREA MASS TRANSIT DISTRICT  
 Banks Fire District #13  
 KLAMATH COUNTY 9-1-1  
 GLENDALE RURAL FIRE DISTRICT  
 COLUMBIA 911 COMMUNICATIONS  
 DISTRICT  
 NW POWER POOL  
 Lowell Rural Fire Protection District  
 TriMet Transit  
 Estacada Rural Fire District  
 Keizer Fire District  
 State Accident Insurance Fund Corporation  
 Bend Metro Park & Recreation District  
 La Pine Park & Recreation District  
 Siuslaw Public Library District  
 Columbia River Fire & Rescue  
 Seal Rock Water District  
 Rockwood Water P.U.D.  
 Tillamook Fire District  
 Tillamook County Transportation Dist  
 Central Lincoln People's Utility District  
 Jefferson Park and Recreation

**Account Type: City (130 records)**

Brookings Fire / Rescue  
 City of Veneta  
 CITY OF DAMASCUS  
 Hermiston Fire & Emergency Svcs  
 CEDAR MILL COMMUNITY LIBRARY  
 CITY OF LAKE OSWEGO  
 EUGENE WATER & ELECTRIC BOARD  
 LEAGUE OF OREGON CITIES  
 CITY OF SANDY  
 CITY OF ASTORIA OREGON  
 CITY OF BEAVERTON  
 CITY OF BOARDMAN  
 CITY OF CANBY

STATE NOTICE ADDENDUM

CITY OF CANYONVILLE  
CITY OF CENTRAL POINT POLICE  
DEPARTMENT  
CITY OF CLATSKANIE  
CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF CRESWELL  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF FAIRVIEW  
CITY OF GEARHART  
CITY OF GOLD HILL  
CITY OF GRANTS PASS  
CITY OF GRESHAM  
CITY OF HILLSBORO  
CITY OF HOOD RIVER  
CITY OF JOHN DAY  
CITY OF KLAMATH FALLS  
CITY OF LA GRANDE  
CITY OF MALIN  
CITY OF MCMINNVILLE  
CITY OF HALSEY  
CITY OF MEDFORD  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MORO  
CITY OF MOSIER  
CITY OF NEWBERG  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF POWERS  
RAINIER POLICE DEPARTMENT  
CITY OF REEDSPORT  
CITY OF RIDDLE  
CITY OF SCAPPOOSE  
CITY OF SEASIDE  
CITY OF SILVERTON  
CITY OF STAYTON  
City of Troutdale  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WOODBURN  
CITY OF TIGARD, OREGON  
CITY OF AUMSVILLE  
CITY OF PORT ORFORD  
CITY OF EAGLE POINT  
CITY OF WOOD VILLAGE  
St. Helens, City of  
CITY OF WINSTON  
CITY OF COBURG  
CITY OF NORTH PLAINS  
CITY OF GERVAIS  
CITY OF YACHATS  
FLORENCE AREA CHAMBER OF  
COMMERCE  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF CANNON BEACH OR  
CITY OF ST. PAUL  
CITY OF ADAIR VILLAGE  
CITY OF WILSONVILLE  
HOUSING AUTHORITY OF THE CITY OF  
SALEM  
CITY OF HAPPY VALLEY  
CITY OF SHADY COVE  
CITY OF LAKESIDE  
CITY OF MILLERSBURG  
CITY OF GATES  
KEIZER POLICE DEPARTMENT  
CITY OF DUNDEE  
CITY OF AURORA  
THE CITY OF NEWPORT  
CITY OF ALBANY  
CITY OF ASHLAND  
CITY OF LEBANON  
CITY OF PORTLAND  
CITY OF SALEM  
CITY OF SPRINGFIELD  
CITY OF BURNS  
CITY OF COTTAGE GROVE  
CITY OF DALLAS  
CITY OF FALLS CITY  
CITY OF PHOENIX  
CITY OF PRAIRIE CITY  
CITY OF REDMOND  
CITY OF SHERWOOD  
City of junction city  
City of Florence

## STATE NOTICE ADDENDUM

City of Dayton  
 City of Monmouth  
 City of Philomath  
 City of Sheridan  
 Seaside Public Library  
 City of Yoncalla  
 La Grande Police Department  
 Cove City Hall  
 Woodburn City Of  
 NW PORTLAND INDIAN HEALTH BOARD  
 Portland Patrol Services  
 City Of Bend  
 City Of Coquille  
 City Of Molalla  
 City Of North Bend  
 Columbia Gorge Community  
 City of St. Helens  
 City of North Powder  
 Toledo Police Department  
 City of Independence  
 City of Baker City  
 CITY OF SWEETHOME  
 DESCHUTES PUBLIC LIBRARY  
 City of Ontario  
 North Lincoln Fire & Rescue #1  
 CITY OF LINCOLN CITY  
 City of Milton-Freewater  
 City of Forest Grove  
 City Govrnment  
 City of Mt. Angel

**Account Type: County Special District (27 records)**

Netarts-Oceanside RFPD  
 UIUC  
 Rogue River Fire District  
 Tillamook County Emergency Communications District  
 Southern Coos Hospital  
 Oregon Cascades West Council of Governments  
 MULTONAH COUNTY DRAINAGE DISTRICT #1  
 PORT OF BANDON  
 OR INT'L PORT OF COOS BAY  
 MID-COLUMBIA CENTER FOR LIVING

DESCHUTES COUNTY RFPD NO.2  
 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT  
 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
 CENTRAL OREGON IRRIGATION DISTRICT  
 MARION COUNTY FIRE DISTRICT #1  
 COLUMBIA RIVER PUD  
 SANDY FIRE DISTRICT NO. 72  
 BAY AREA HOSPITAL DISTRICT  
 NEAH KAH NIE WATER DISTRICT  
 PORT OF UMPQUA  
 EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
 Benton Soil & Water Conservation District  
 DESCHUTES PUBLIC LIBRARY SYSTEM  
 CLEAN WATER SERVICES  
 Crooked River Ranch Rural Fire Protection District  
 PARROTT CREEK CHILD & FAM  
 South Lane County Fire And Rescue

**Account Type: Community College (14 records)**

CENTRAL OREGON COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 LANE COMMUNITY COLLEGE  
 MT. HOOD COMMUNITY COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 CHEMEKETA COMMUNITY COLLEGE  
 ROGUE COMMUNITY COLLEGE  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 OREGON COMMUNITY COLLEGE ASSOCIATION  
 Oregon Coast Community College

**Account Type: State Agency (33 records)**

Oregon Forest Resources Institute  
 Office of the Ong Term Care Ombudsman  
 Oregon State Lottery  
 OREGON TOURISM COMMISSION

STATE NOTICE ADDENDUM

OREGON STATE POLICE  
 OFFICE OF THE STATE TREASURER  
 OREGON DEPT. OF EDUCATION  
 SEIU LOCAL 503, OPEU  
 OREGON DEPARTMENT OF FORESTRY  
 OREGON STATE DEPT OF CORRECTIONS  
 OREGON CHILD DEVELOPMENT  
 COALITION  
 OFFICE OF MEDICAL ASSISTANCE  
 PROGRAMS  
 OREGON OFFICE OF ENERGY  
 OREGON STATE BOARD OF NURSING  
 BOARD OF MEDICAL EXAMINERS  
 OREGON LOTTERY  
 OREGON BOARD OF ARCHITECTS  
 SANTIAM CANYON COMMUNICATION  
 CENTER  
 OREGON DEPT OF TRANSPORTATION  
 OREGON TRAVEL INFORMATION COUNCIL  
 OREGON DEPARTMENT OF EDUCATION  
 DEPARTMENT OF ADMINISTRATIVE  
 SERVICES  
 Oregon Tradeswomen  
 Oregon Convention Center  
 OREGON SCHL BRDS ASSOCIAT  
 OREGON DEPARTMENT OF HUMAN  
 SERVICES  
 CARE OREGON  
 Kdrv Channel 12  
 Central Oregon Home Health and Hos  
 Oregon Health Care Quality Cor  
 Opta Oregon Permit Technician  
 HOUSING DEVELOPING CORP  
 STATE OF OREGON

**Account Type: Housing Authority (5 records)**

Coquille Indian Housing Authority  
 HOUSING AUTHORITY OF PORTLAND  
 NORTH BEND CITY- COOS/URRY HOUSING  
 AUTHORITY  
 MARION COUNTY HOUSING AUTHORITY  
 Housing Authority of Yamhill County

**State: WA (1 record)**

**Account Type: College and University (1 record)**

WALLA WALLA COLLEGE

**Account Type: Consolidated City/County (2 records)**

City of Carlton  
 City of Pendleton Convention Center

**Account Type: Federal (6 records)**

US FISH AND WILDLIFE SERVICE  
 Bonneville Power Administration  
 Oregon Army National Guard  
 USDA Forest Service  
 Yellowhawk Tribal Health Center  
 ANGELL JOB CORPS

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

**The remainder of this page is intentionally left blank.**

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

**The remainder of this page is intentionally left blank.**

### ATTACHMENT A REFERENCES

Provide 3 references of Public Agencies where products or services of similar size and scope have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

**Reference 1**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*

**Reference 2**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*

**Reference 3**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
\*\*\*\*\*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

March

20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the MODOT Cooperative Contract 60519CO0282 – Backhoes and Loaders to purchase one (1) John Deere 444K Loader from Martin Equipment of Illinois, Inc. of Ashland, Missouri as well as the disposal of one (1) 1996 Case 586E Forklift, fixed asset tag 10736.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and disposal form.

Done this 14th day of March 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*[Signature]*

Daniel K. Atwill  
Presiding Commissioner

*[Signature]*

Fred J. Parry  
District I Commissioner

*[Signature]*

Janet M. Thompson  
District II Commissioner

CAPITAL

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/25/2019

Fixed Asset Tag Number: 10736

Description of Asset: 1996 Case 586E Forklift

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): SN: JJG0250098; Hours: 1098

Condition of Asset: Fair - unit still works but VERY oxidized.

Reason for Disposition: Unit is planned for replacement with a loader/forks in 2019

Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature *August Ehl*

**To be Completed by: AUDITOR**

Original Acquisition Date 9-19-96

G/L Account for Proceeds 2040-3835 NA

Original Acquisition Amount \$37,454.00

Original Funding Source 2741

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 114-2019

Date Approved 3-14-19

Signature *[Signature]*

**RECEIVED**  
**JAN 30 2019**  
**BOONE COUNTY**  
**AUDITOR**

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: March 5, 2019  
RE: Cooperative Contract: **60519CO0282 – John Deere 444K**

Road & Bridge requests permission to utilize the **MODOT Cooperative Contract 60519CO0282 – Backhoes and Loaders** to purchase one (1) John Deere 444K Loader from Martin Equipment of Illinois, Inc. of Ashland, Missouri.

Cost of contract is \$135,660.00 and will be paid from department 2040 – RB Maintenance Operations, account 92300 – Replacement Equipment.

This is a replacement purchase and the 2019 budgeted amount was \$135,000. The budgeted sale value was \$1,000, yielding a net cost of \$134,000.

The contract price is \$135,660.00 minus the sale price of \$1,000, yielding a net cost of \$134,660.00.

The Purchasing Department requests permission to dispose of the following surplus by sale:  
1996 Case 586E Forklift, with **fixed asset tag 10736**.

Attached is the Disposal Form for signature.

cc: Greg Edington, RB  
Contract File

**PURCHASE AGREEMENT  
FOR  
444K Wheel Loader**

**THIS AGREEMENT** dated the 14th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Martin Equipment of Illinois, Inc.**, herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) **John Deere 444K Wheel Loader**, Martin Equipment quotation dated 01/24/2019, the Missouri Department of Transportation Contract **60519CO0282** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 60519CO0282 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) John Deere 444K Wheel Loader as follows:

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
<b>John Deere 444K Wheel Loader</b>	\$119,000.00	1	\$119,000.00
<b>Following Options at 50% Discount off of MSRP:</b>			
• Chrome Exhaust	\$ 172.00	1	\$ 172.00
• Rear Fenders	\$ 1,132.00	1	\$ 1,132.00
• Pre Cleaner	\$ 308.50	1	\$ 308.50
• Rev Fan	\$ 775.00	1	\$ 775.00
• 30 AMP Converter	\$ 132.50	1	\$ 132.50
• 20.5 R25 Tires (Bridgestone)	\$ 8,465.00	1	\$ 8,465.00
• 3 Function Hydraulics	\$ 1,464.50	1	\$ 1,464.50
• Heated Mirrors	\$ 312.00	1	\$ 312.00
• Environmental Drains	\$ 205.00	1	\$ 205.00
• Transmission Guards	\$ 225.00	1	\$ 225.00
• Bottom Guards	\$ 681.00	1	\$ 681.00
• Rear Camera	\$ 642.50	1	\$ 642.50
• 60" X 60" Forks	\$ 2,623.50	1	\$ 2,623.50
• Slow Moving Emblem	\$ 78.50	1	\$ 78.50
<b>Warranty</b>			
• 7YR/4,000 HR Comp Warranty	\$ 4,337.50	1	\$ 4,337.50
<b>Subtotal</b>			<b>\$ 140,554.50</b>
Less 17.5 R25 Tires (No Brand Preference)			- \$ 4,837.00
Less 15 AMP Converter			- \$ 57.50
<b>Grand Total</b>			<b><u>\$ 135,660.00</u></b>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90 - 120 days after receipt of order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor’s bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**MARTIN EQUIPMENT OF ILLINOIS, INC.**

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
 By Brian Rowe  
 7AE90B3F21D448F...  
 Title Branch Manager

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwill  
 9A4B914CEDA415B...  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
Charly J. Duffane  
 66F71A0D10A6E15...  
 County Counselor

DocuSigned by:  
Brianna L. Lennon by MT  
 01A43008E14E...  
 County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>Gene E. Profford by gey</u> Signature	3/6/2019 Date	2040 - 92300 - \$135,660.00 Appropriation Account
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**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



106 Industrial Drive  
 Ashland, MO 65010  
 o : 573.657.2154  
 f : 573.657.1012  
 www.meoi.com

1/24/2019

BOONE COUNTY PUBLIC WORKS

JOHN DEERE 444K

MO BUYS BID # 1FB605C018002773

BASE PRICE	\$119,00.00		
CHROME EXHAUST	\$172.00	LIST PRICE	\$344.00
REAR FENDERS	\$1,132.00	LIST PRICE	\$2,264.00
PRE CLEANER	\$308.50	LIST PRICE	\$617.00
REV FAN	\$775.00	LIST PRICE	\$1,550.00
30 AMP CONVERTOR	\$132.50	LIST PRICE	\$265.00
20.5R25 BRIDGESTONE	\$8,465.00	LIST PRICE	\$16,930.00
3 FUNCTION HYD	\$1,464.50	LIST PRICE	\$2,929.00
HEATED MIRRORS	\$312.00	LIST PRICE	\$624.00
ENVIRONMENTAL DRAINS	\$205.00	LIST PRICE	\$410.00
TRANSMISSION GUARDS	\$225.00	LIST PRICE	\$450.00
BOTTOM GUARDS	\$681.00	LIST PRICE	\$1,362.00
REAR CAMERA	\$642.50	LIST PRICE	\$1,285.00
60" X 60" FORKS	\$2,623.50	LIST PRICE	\$5,247.00
SLOW MOVING EMBLEM	\$78.50	LIST PRICE	\$157.00
17.5R25 NO BRAND PREFERENCE	(\$4,837.00)		
15 AMP CONVERTOR	(\$57.50)		
7YR/4000HR COMP WARRANTY	\$4,337.50		
TOTAL PRICE	\$135,660.00		



Solicitation Title **Backhoes & Wheel Loaders**  
 Invitation Type Public  
 Start Date - Time 7/17/18 8:00 a  
 Open Date - Time 8/6/18 14:00 a  
 Payment Terms Net 30 Days  
 Delivery Terms Free On Board Destination

Vendor Name	Solicitation Contact Name	Solicitation Contact Email	Solicitation Contact Phone
Rudd Equipment Company Inc.	Sandy Salger	ssalger@ruddequipment.com	314-487-8925
ERB EQUIPMENT CO., INC	JENNIFER MAY	JENNIFERMAY@ERBEQUIPMENT.COM	636-349-0200
Potter Equipment Co.Inc	Maynard Larson	maynard@potterequip.com	4178629275-
PAT KELLY EQUIPMENT CO INC	ROBERT HARTER	bob@patkelly.com	314-895-9500-
Murphy Tractor & Equipment Co Inc	James (Jim) Levy	jlevy@murphytractor.com	816-483-5000-5000
The Victor L Phillips Co	Robert Maggard	rmaggard@vlpco.com	8162419290-
John Fabick Tractor Company	Steve Horstman	steve.horstman@fabickcat.com	573-636-3184
MARTIN EQUIPMENT	KEVIN SMYSER	KEVINSMYSER@MEOI.COM	573-769-2274-
Crown Power & Equipment LLC	Russ Hill	rhill@crown-power.com	573-636-5281
Altorfer Inc	Brian McGowan	bmcgowan@altorfer.com	319-365-0551-2293
Luby Equipment Services	Scott Morga	smorga@lubyequipment.com	636-343-9970-1337
JCB of St. Louis	Mark Sievers	Mark.Sievers@SieversEquipment.com	636-281-4450
Doosan Infracore North America	David Dixon	david.dixon@doosan.com	678-714-6660

	MARTIN EQUIPMENT	ERB EQUIPMENT CO., INC	PAT KELLY EQUIPMENT CO INC	Luby Equipment Services	Potter Equipment Co.Inc	The Victor L Phillips Co
Which MoDOT Districts are you willing to provide backhoes/loaders to (See attached MoDOT District by County map)? Northwest District (NW)? Northeast District (NE)? Kansas City District (KC)? Central District (CD)? St. Louis District (SL)? Southwest District (SW)? Southeast District (SE)? All Districts?	NE, CD	SL, SE	NE, CD, SL, & SE.	N/A	Central (CD) Southwest (SW) Southeast (SE)	NW, KC, CD, and SW
Delivery of a new backhoe/loader will be made _____ days after receipt of an order?	90 TO 120	90	90-160 Days.	90-120	DELIVERY DATE APPROX 90 TO 120 DAYS FROM RECEIPT OF SIGNED SALES ORDER	Current lead-time is 60-90 days.
List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.	N/A	100% WBE, Erb Equipment Company	N/A	N/A	N/A	n/a
List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.	N/A	N/A	N/A	N/A	N/A	n/a
For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.	N/A	N/A	N/A	N/A	N/A	n/a
Is your firm willing to offer cooperative purchasing to Missouri counties, cities or other political entities?	Yes	Yes	Yes	Yes	Yes	Yes
If the price varies throughout the state because of different delivery destinations, please indicate the price FOB Shipping Point.	WILL BID COOPERATIVE IN DUR TWO DISTRICTS NE AND CD	FOB Fenton, MO	FOB 5920 N. Lindbergh Blvd., Hazelwood, Mo 63042. 314-895-9500	FENTON, MO	FOB Origin	Kansas City or Joplin whichever is closest to the purchasing entity

2. Manufacturer's new Wheel Loader with minimum 470 net horsepower and maximum 134 net HP, front-wheel drive, with standard configuration and attachments. PTO horsepower limit. This includes labor, house, etc. standard, hydraulic operator controls, hydraulic quick attach, front-end operator's manual and various safety devices (ROPS or ROPS only). All loaders to be fitted with a 2.0 yd bucket and ball on cutting edge. Any discounts on this loader to be included in bid price. NET LISTED PRICE.  
 Vendor may bid inside bids for item WL2. Models that are not specifically bid will be priced using the WL3 - % of Discount off MSRP.  
 Any additional factory installed equipment/attachments requested by the buyer will be priced using item WL3 - % of Discount off MSRP.  
 Attachments will be priced using pricing from item WL4 - % of Discount off MSRP.

Wheel Loaders Bid Item WL2

WL2

Road Equipment Company Inc	443A	John Deere	444K	44K	NA	\$ Amount	121,823,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
ERE EQUIPMENT CO., INC	443A	John Deere	444K	44K	NA	\$ Amount	120,000,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
Power Equipment Co Inc	443A	John Deere	444K	44K	NA	\$ Amount	101,000,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
PAT KELLY EQUIPMENT CO INC	443A	John Deere	444K	44K	NA	\$ Amount	0,000,000	each	(Make/Model) null (Make/Model) null (Make/Model) null	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
Murphy Tractor & Equipment Co Inc	443A	John Deere	444K	44K	NA	\$ Amount	120,000,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
The Victor L. Phillips Co	443A	John Deere	444K	44K	NA	\$ Amount	116,450,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
John Fehrer Tractor Company	443A	John Deere	444K	44K	NA	\$ Amount	115,600,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
MARTIN EQUIPMENT	443A	John Deere	444K	44K	NA	\$ Amount	119,000,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
Green Power & Equipment LLC	443A	John Deere	444K	44K	NA	\$ Amount	109,163,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
Walter Inc	443A	John Deere	444K	44K	NA	\$ Amount	117,400,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
Lady Equipment Services	443A	John Deere	444K	44K	NA	\$ Amount	113,000,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
JCB of St. Louis	443A	John Deere	444K	44K	NA	\$ Amount	106,540,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
JCB of St. Louis	443A	John Deere	444K	44K	NA	\$ Amount	115,094,000,000	each	(Make/Model) John Deere 444K (Make/Model) 444K (Make/Model) 444K	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it
Dorian Industries North America	443A	John Deere	444K	44K	NA	\$ Amount	0,000,000	each	(Make/Model) null (Make/Model) null (Make/Model) null	(Operating) 20844 (Not Horse Power) 114 (Teleomatic system) No bid it

444K \$119,000

7. Factory installed Options and Wheel Loader Models Other than WL1 or WL2.  
 Vendor to provide the % of Discount off MSRP for any factory installed options to the extent that they bid as item WL1 or WL2.  
 In addition, the % of Discount off MSRP will also be used to purchase other models of wheel loader units not offered on item WL1 or WL2 (as well as the factory installed options that buyers may wish to add).

Wheel Loaders Bid Item WL3

"WL3"

Factory Installed Options Loaders

Road Equipment Company Inc	50%					DISCOUNT	%	30,000,000	percent
ERE EQUIPMENT CO., INC	50%	ERE Equipment				DISCOUNT	%	50,000,000	percent
Power Equipment Co Inc	50%					DISCOUNT	%	30,000,000	percent
Murphy Tractor & Equipment Co Inc	50%					DISCOUNT	%	50,000,000	percent
The Victor L. Phillips Co	50%					DISCOUNT	%	38,000,000	percent
John Fehrer Tractor Company	50%					DISCOUNT	%	10,000,000	percent
MARTIN EQUIPMENT	50%					DISCOUNT	%	10,000,000	percent
Green Power & Equipment LLC	50%					DISCOUNT	%	20,000,000	percent
Walter Inc	50%	WELMFGD				DISCOUNT	%	31,000,000	percent
Lady Equipment Services	50%	CASE				DISCOUNT	%	30,000,000	percent
JCB of St. Louis	50%					DISCOUNT	%	20,000,000	percent
Dorian Industries North America	50%					DISCOUNT	%	20,000,000	percent

50%



Factory Attachments

Factory Attachments (Manufacturer for Wheel Loaders)	Vendor to provide the % of Discount off MSRP for the purchase of new Factory Attachments/Implementations for Wheel Loaders	Wheel Loaders Bid Item WLS					
Rudd Equipment Company Inc.	N		DISCOUNT	%	0.000000	percent	
ERD EQUIPMENT CO., INC	N	Erd Equipment	DISCOUNT	%	50.000000	percent	
Foster Equipment Co Inc	N		DISCOUNT	%	0.000000	percent	
PAT KELLY EQUIPMENT CO INC	Y		DISCOUNT	%	0.000000	percent	
Murphy Tractor & Equipment Co Inc	N		DISCOUNT	%	0.000000	percent	
The Wacker L. Phillips Co	N		DISCOUNT	%	35.000000	percent	
John Fritch Tractor Company	N		DISCOUNT	%	10.000000	percent	
<b>MARTIN EQUIPMENT</b>	<b>N</b>		<b>DISCOUNT</b>	<b>%</b>	<b>50.000000</b>	<b>percent</b>	<b>50%</b>
Gross Power & Equipment LLC	N		DISCOUNT	%	0.000000	percent	
Alford Inc	N	WL AT ID	DISCOUNT	%	20.000000	percent	
Luby Equipment Services	N		DISCOUNT	%	0.000000	percent	
JCB of St. Louis	N		DISCOUNT	%	10.000000	percent	
Dorman Inhouse North America	N		DISCOUNT	%	0.000000	percent	

Non-Factory

Non-Factory Attachments (Manufacturer for Wheel Loaders)	Vendor to provide the % of Discount off MSRP for the purchase of Non-Factory Attachments/Implementations/Accessories for Wheel Loaders	Wheel Loaders Bid Item WLS					
Rudd Equipment Company Inc	N		DISCOUNT	%	10.000000	percent	
ERD EQUIPMENT CO., INC	N	Erd Equipment	DISCOUNT	%	0.000000	percent	
Foster Equipment Co Inc	N		DISCOUNT	%	1.000000	percent	
PAT KELLY EQUIPMENT CO INC	Y		DISCOUNT	%	0.000000	percent	
Murphy Tractor & Equipment Co Inc	N		DISCOUNT	%	0.000000	percent	
The Wacker L. Phillips Co	N		DISCOUNT	%	1.000000	percent	
John Fritch Tractor Company	N		DISCOUNT	%	10.000000	percent	
<b>MARTIN EQUIPMENT</b>	<b>N</b>		<b>DISCOUNT</b>	<b>%</b>	<b>0.000000</b>	<b>percent</b>	<b>0%</b>
Gross Power & Equipment LLC	N		DISCOUNT	%	10.000000	percent	
Alford Inc	N	NON MFG	DISCOUNT	%	0.000000	percent	
Luby Equipment Services	N		DISCOUNT	%	0.000000	percent	
JCB of St. Louis	N		DISCOUNT	%	5.000000	percent	
Dorman Inhouse North America	N		DISCOUNT	%	0.000000	percent	

## Trade-In Worksheet Example:

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

# Missouri Department of Transportation District Map



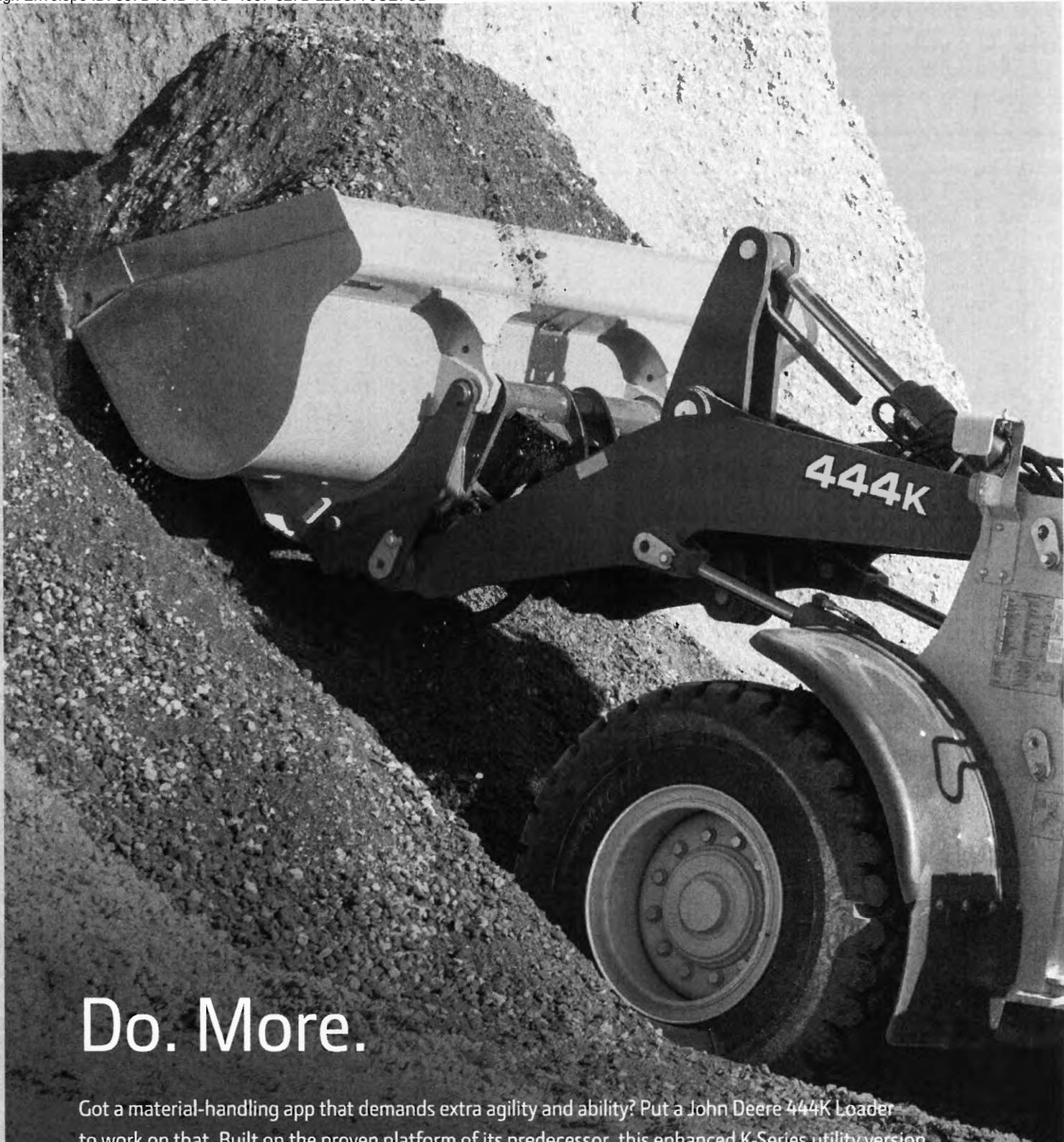
County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.
Adair	1	Chariton	21	Harrison	41	Macon	61	Phelps	81	Shannon	101
Andrew	2	Christian	22	Henry	42	Madison	62	Pike	82	Shelby	102
Atchison	3	Clark	23	Hickory	43	Maries	63	Platte	83	Stoddard	103
Audrian	4	Clay	24	Howell	44	Monroe	64	Polk	84	Stone	104
Barry	5	Clinton	25	Howard	45	Mercer	65	Pulaski	85	Sullivan	105
Barton	6	Cole	26	Howell	46	Miller	66	Putnam	86	Taney	106
Bates	7	Cooper	27	Iron	47	Mississippi	67	Ralls	87	Texas	107
Benton	8	Crawford	28	Jackson	48	Moniteau	68	Randolph	88	Vernon	108
Bollinger	9	Dade	29	Jasper	49	Monroe	69	Ray	89	Warren	109
Boone	10	Dallas	30	Jefferson	50	Montgomery	70	Reynolds	90	Washington	110
Buchanan	11	Daviess	31	Johnson	51	Morgan	71	Ripley	91	Wayne	111
Butler	12	Dekalb	32	Knox	52	New Madrid	72	St. Charles	92	Webster	112
Caldwell	13	Dent	33	Laclede	53	Newton	73	St. Clair	93	Worth	113
Callaway	14	Douglas	34	Lafayette	54	Nodaway	74	St. Francois	94	Wright	114
Camden	15	Dunklin	35	Lawrence	55	Oregon	75	St. Genevieve	95	St. Louis City	115
Cape Girardeau	16	Franklin	36	Lewis	56	Osage	76	St. Louis	96		
Carroll	17	Gasconade	37	Lincoln	57	Ozark	77	Saline	97		
Carter	18	Gentry	38	Linn	58	Pemiscot	78	Schuyler	98		
Cass	19	Greene	39	Livingston	59	Perry	79	Scotland	99		
Cedar	20	Grundy	40	McDonald	60	Pettis	80	Scott	100		



# 444K LOADER

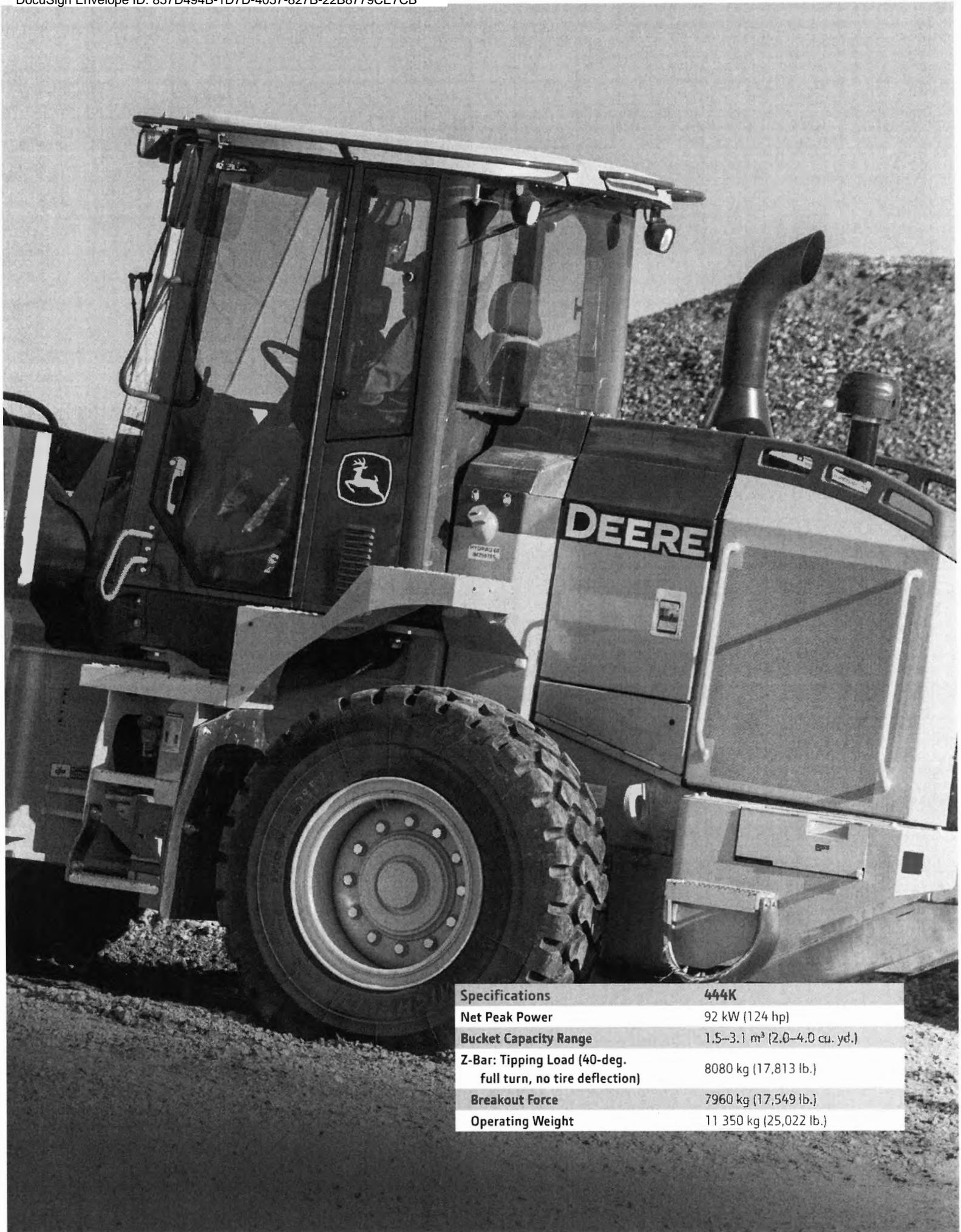
92 kW (124 net hp)





# Do. More.

Got a material-handling app that demands extra agility and ability? Put a John Deere 444K Loader to work on that. Built on the proven platform of its predecessor, this enhanced K-Series utility version is loaded with even more customer-inspired productivity- and uptime-increasing features. Its EPA Final Tier 4 (FT4)/EU Stage IV PowerTech™ diesel engine enables it to work, everywhere there's work — without compromising power, reliability, or ease of operation. Daily checks and maintenance access are even easier. Plus, you'll continue to profit from unique advantages such as our one-of-a-kind, Quad-Cool™ design for best-in-class service ease. And a solid-state electrical system with sealed-switch module for unsurpassed reliability and fingertip control of numerous machine functions. Get more in our 444K.



<b>Specifications</b>	<b>444K</b>
<b>Net Peak Power</b>	92 kW (124 hp)
<b>Bucket Capacity Range</b>	1.5–3.1 m <sup>3</sup> (2.0–4.0 cu. yd.)
<b>Z-Bar: Tipping Load (40-deg. full turn, no tire deflection)</b>	8080 kg (17,813 lb.)
<b>Breakout Force</b>	7960 kg (17,549 lb.)
<b>Operating Weight</b>	11 350 kg (25,022 lb.)

# Long days made shorter.

Time flies when you're getting things done. And what operator wouldn't be more productive in the high-back air-ride seat of a 444K Loader? Up-front, an enhanced multifunction monitor displays operating, diagnostic, and maintenance info on a color LCD screen with easy-on-the-eyes clarity. Generous tinted glass and a low-profile console allow a commanding view of the work ahead. The spacious and quiet cab boasts plenty of legroom and fatigue-beating ergonomics, including convenience features such as seat-mounted loader controls. And sealed-switch module (SSM) with keyless start and effortless push-button operation of numerous machine functions. For more productivity without extra effort.

Adjustable automotive-style louvers provide effective airflow to keep the glass clear and the pressurized cab comfortable.

Entertainment/information choices include an AM/FM/WB/XM Satellite Radio™ with remote auxiliary and USB ports and Bluetooth® connectivity.

Keyless-start security system requires a numeric pass code (when activated). Helps prevent unauthorized machine operation.

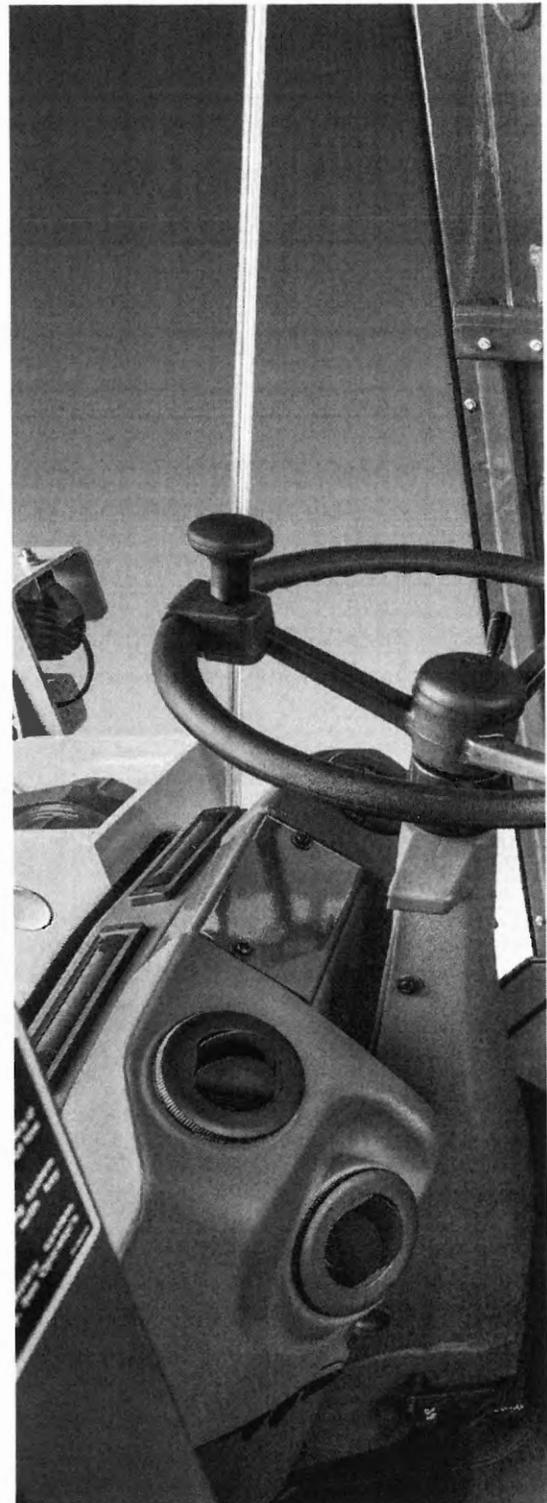
Available premium heated air-ride armchair seat adjusts multiple ways for extra comfort and cushioning.

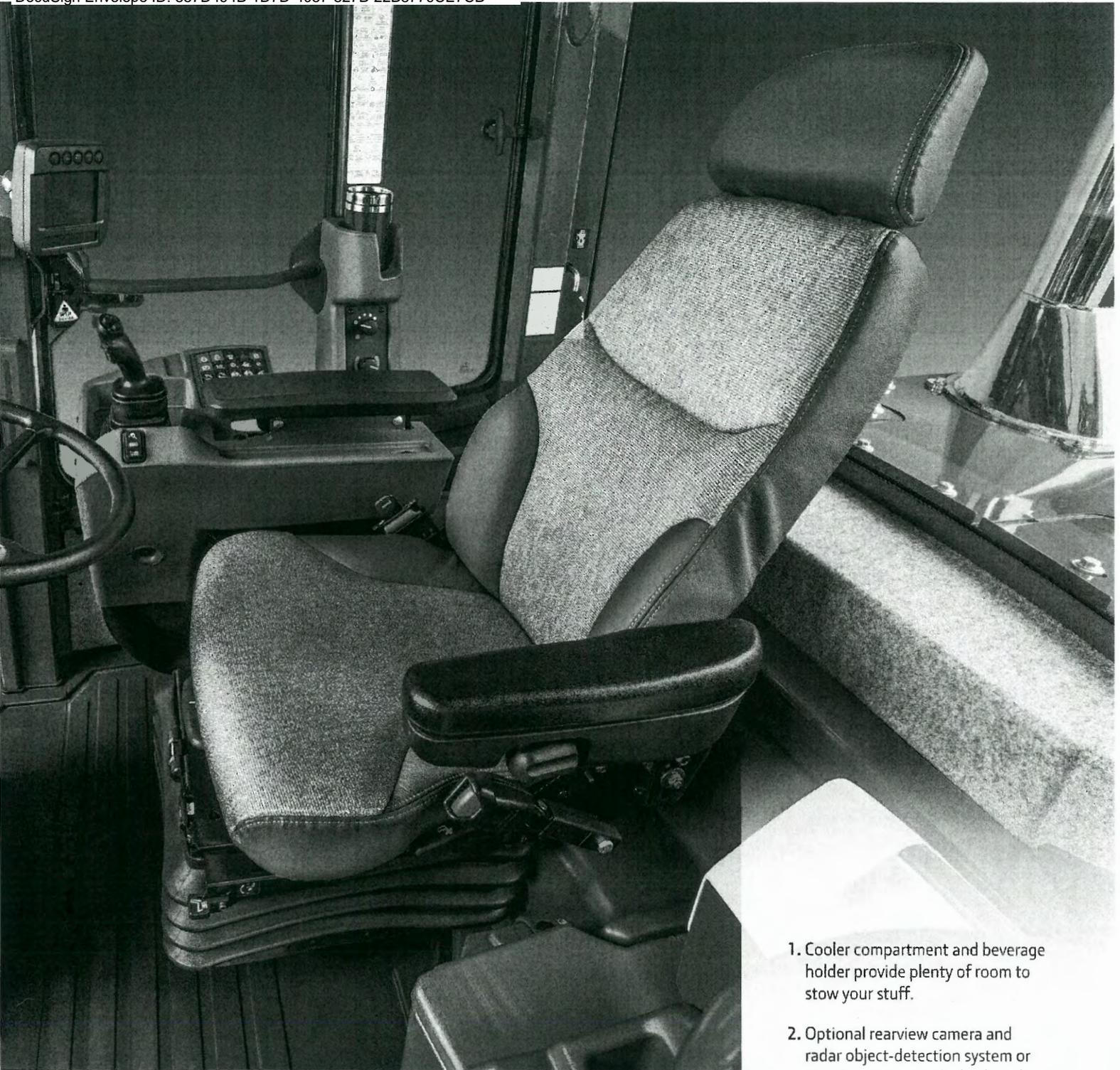
Conveniently positioned brake and throttle pedals allow plenty of legroom for easy entrance and exit.



Multi-language color LCD monitor provides push-button access to a wealth of machine info and control:

- A. Vital and general operating info**, including transmission mode, gear, engine rpm, ground speed, fuel and diesel exhaust fluid (DEF) levels, and fluid temps.
- B. Enhanced onboard diagnostics** with speed, pressure, and temperature readings and real-time switch status.
- C. Customized machine settings** such as Quick Shift, Auto-to-1st, and optional Ride Control let you match operating characteristics to specific jobs and conditions.
- D. Optional embedded payload scale** weighs each bucket load, helping fill trucks to the max.





1. Cooler compartment and beverage holder provide plenty of room to stow your stuff.

2. Optional rearview camera and radar object-detection system or rearview camera only displays the activity behind the machine on the LCD screen. Emits an audible alert for extra awareness in tight quarters and high-traffic areas.

3. Backlit touchpad in the SSM controls keyless start and 24 other machine functions, enabling the operator to activate boom-height kick-out, return-to-carry, and return-to-dig from the seat.



# More power and control mean more productivity.

If you want maximum productivity, a 444K Loader should be on your jobsite. It's not just ample horsepower that makes this machine such an impressive performer. Single-lever joystick or two-lever fingertip controls provide smooth effortless control. Excavator-style hydraulics sense the load and deliver the flow needed for smooth combined functions and fast work cycles. PowerShift™ torque-converter transmission employs smart shift technology to continuously evaluate speed and load conditions, and adjusts clutch-pack engagement to suit. You won't find a smoother-shifting loader.

Boom-height kick-out and return-to-carry functions help speed production in repetitive loading applications. On PowerLlel™-equipped model, the touchpad has two presets for added convenience when frequent attachment changeover is required.

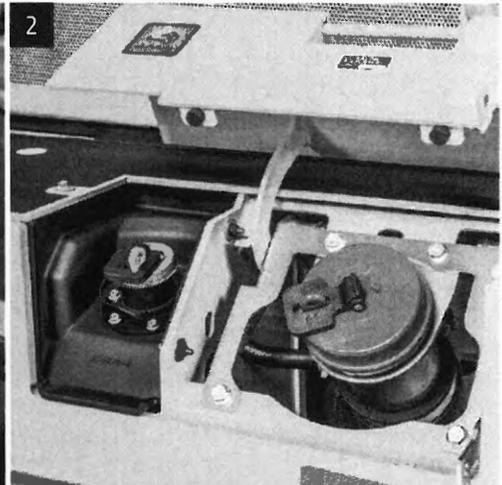
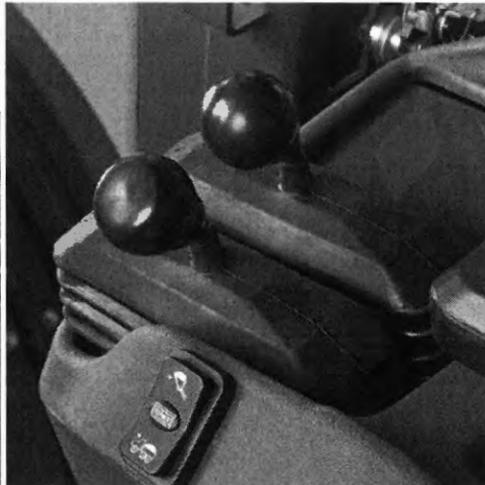
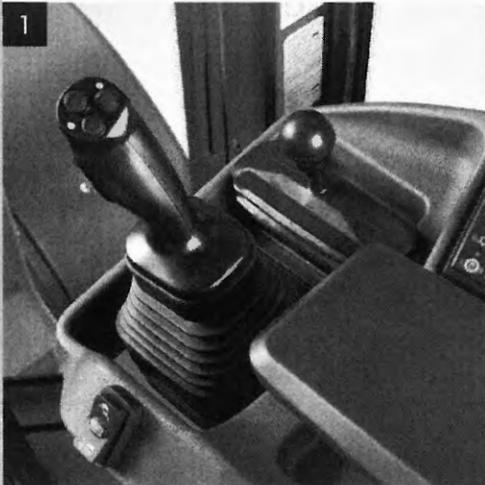
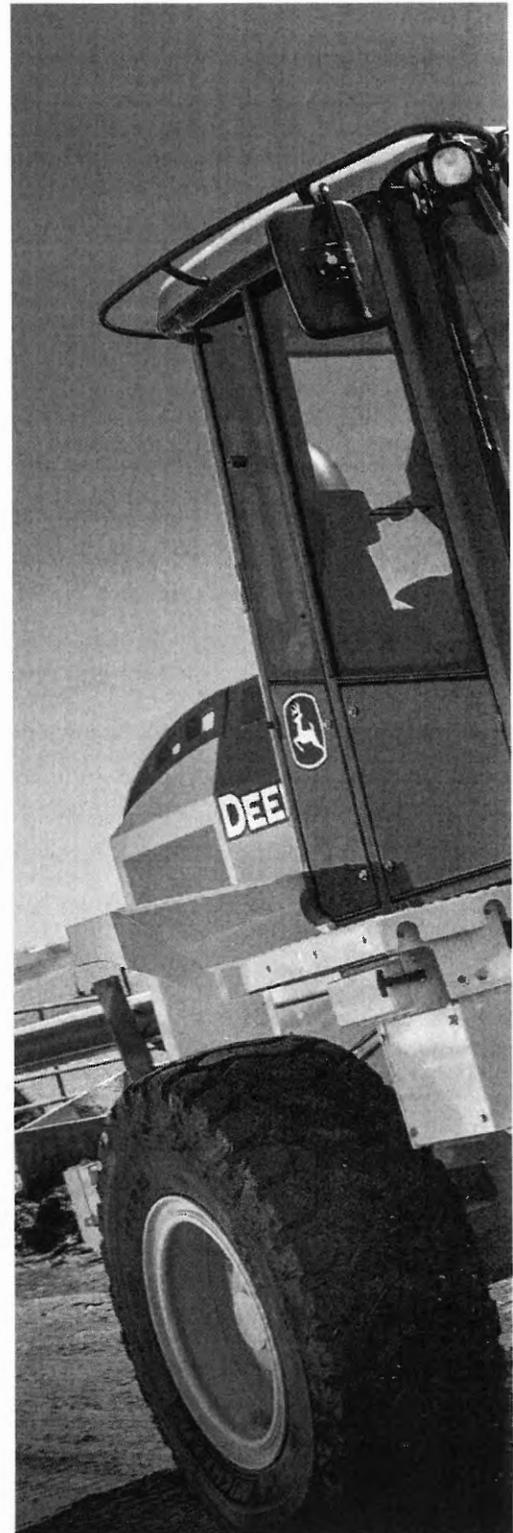
Engine/hydraulic match maintains good boom and bucket power into and out of the pile. For big loads, even in wet or packed materials.

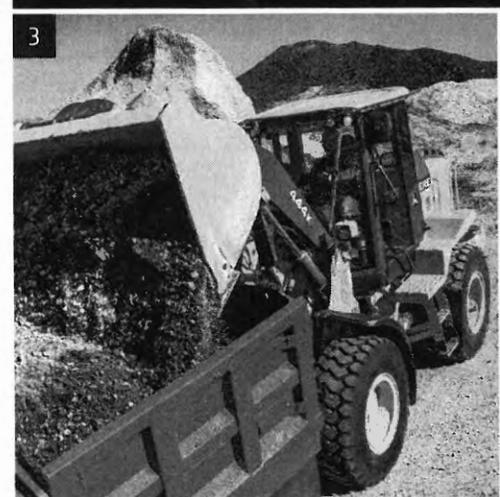
Responsive steering and full 80-deg. articulation increase maneuverability in tight quarters, for faster cycle times and fewer three-point turns.

Optional wheel-spin control boosts productivity by improving traction in troublesome material or underfoot conditions. Reduces tire wear, fuel costs, and operator fatigue, too.

Hydraulic system provides only the power required, so there's no wasted horsepower or fuel.

Smart shift ensures that gear changes are smooth as silk, regardless of whether the bucket is empty or fully loaded.





3

1. Choose single-lever joystick or two-lever fingertip pilot-operated hydraulic controls. Joystick F-N-R selector provides convenient direction and full-range gear changes. Both include innovative Quick-Shift feature for push-button gear changes, one gear at a time.

2. Hinged panel tilts away for quick ground-level access to both the fuel and diesel exhaust fluid (DEF) tanks, making refills convenient and easy.

3. New adaptive clutch cutoff automatically provides more power to the hydraulic system, ensures smooth control at high engine rpms and low speeds, and allows for better machine handling in all terrain without the operator having to change settings.



# Parallel lift that's unparalleled.

The 444K Powerlifter™ Loader delivers both powerful digging forces and parallel lift. Its innovative design allows load forces to work with, not against, the boom. For big breakout force, even in difficult digging. Impressive torque throughout the entire dump and rollback range enables this Powerlifter loader to excel at a wide variety of material-handling tasks. But don't just look for these John Deere advantages in the numbers on a spec sheet. The best way to fully appreciate them is on your jobsite. Whatever the task, whatever the load, you'll discover parallel lift that's without parallel.



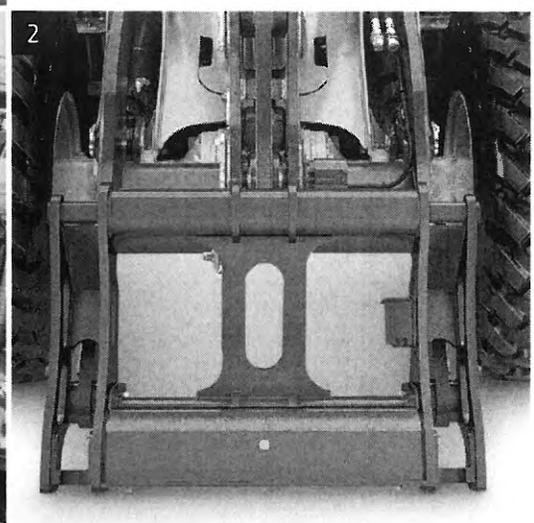
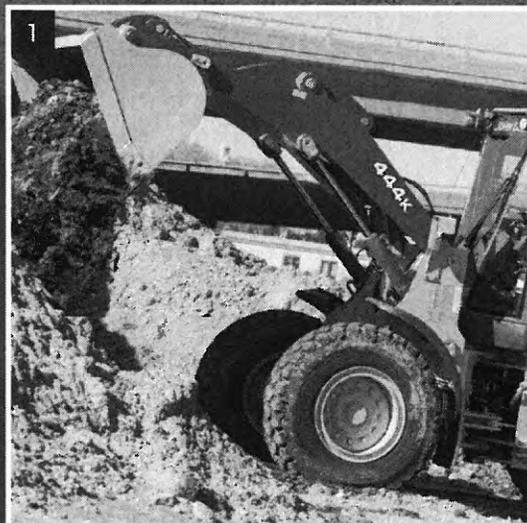
Powerllel's unique design separates the bell crank from the cross tube, attaching instead to the loader frame via a Y-shaped link. This "free-floating" bell-crank design allows load forces to work with, not against, the boom. For powerful breakout in tough digging.

Hi-Vis coupler fastens the attachment close to the machine to optimize stability with heavy loads.

Unique Y-link, low-mounted boom cylinders, and Hi-Vis coupler provide clear visibility to the work tool and throughout the lift arc.

Tire and axle options let you equip your Powerllel loader for material-handling work on a wide variety of terrain.

1. The 444K Powerllel Loader delivers outstanding breakout throughout the entire bucket and angle range.
2. John Deere Worksite Pro™ couplers increase versatility and make attachment switchover push-button easy. Hi-Vis coupler picks up a broad range of Deere and other attachments so you can do more with one machine.



# Purpose-built for a wide variety of purposes.

The 444K Loader comes equipped with plenty of production-boosting features to help you handle almost anything you throw its way. But if yours isn't just any application, we've got you covered with a wide variety of factory- or dealer-installed options. So you can equip your loader with exactly what you need to maximize your efforts and expand your opportunities. See your dealer for specific details on the available options best suited to your operation.

1. With optional ride control, the lift cylinders act as shock absorbers, cushioning bumps to allow this loader to navigate rough ground more quickly without losing the load. Auto-actuation travel speed is adjustable from 1.5 to 24.0 km/h (1.0 to 15.0 mph) in increments of 0.5 units.

2. Automatic differential lock engages as soon as a tire begins to slip. It's ideal for inexperienced operators or applications requiring high traction, such as stockpiling silage, plowing snow, and handling pipe.





General-purpose or excavating buckets are available in pin-on or coupler configurations from 1.5–1.9 m<sup>3</sup> (2.0–2.5 cu. yd.). Or opt for forks with 1.22 - and 1.52-m (48 and 60 in.) tines, depending on model.

Embedded payload scale enables you to fill each truck to its legal limit, for maximum productivity. It's available on Z-Bar and High-Lift models.

Full-tire front and rear fenders and flaps help keep the machine free of mud and debris.

Powered cab pre-cleaner is a smart option in high airborne-debris environments.

Optional corrosion package shields electrical components and connections to help prevent corrosive materials from short-circuiting productivity.

Mine Safety and Health Administration (MSHA)-compliant self-cleaning steps and convenient handrails provide right-side access to the skid-resistant platform for cleaning windows.

Heated mirrors prevent fog and ice from obstructing visibility and impacting productivity.



# Nothing is built like a Deere.

It's all about uptime. So we gave the 444K plenty of resources to help you succeed. This loader comes loaded with traditional John Deere durability features. Such as heavy-duty wet-sleeve diesels, Quad-Cool, and solid-state electrical system. Reinforced articulation joints with double-tapered roller bearings. Plus, boom and mainframe so tough they're warranted for three years or 10,000 hours. When you know how its built, you'll run this Deere.

Four steel plates support the loader tower, extending pin life and protecting the boom-cylinder hoses.

Electrical-distribution center employs highly reliable circuit-board technology and solid-state switches that eliminate numerous wiring harnesses, fuses, relays, and connectors. Sealed gold-pin electrical connectors resist corrosion, for superior long-term integrity.

Hydraulically driven fan runs only as needed for efficient cooling. Helps conserve precious fuel, too.

Hydraulic wet-disc brakes self-adjust for sure-footed stops in all underfoot conditions.

Standard starter protection limits cranking time and requires cool-down periods between attempts.

Standard features such as bypass-start protection, automatic park brake, convenient handholds, and slip-resistant steps help keep the operator out of harm's way.

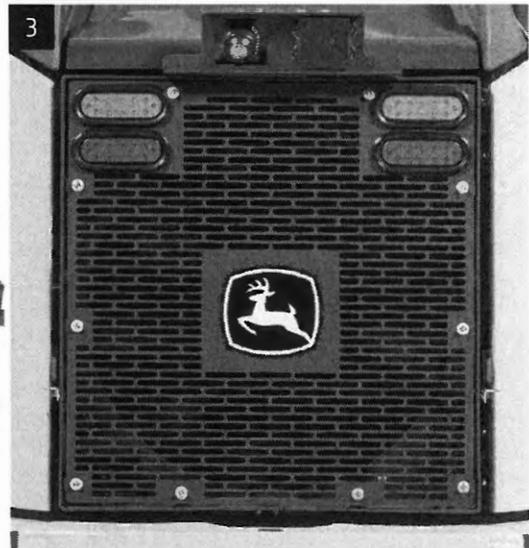
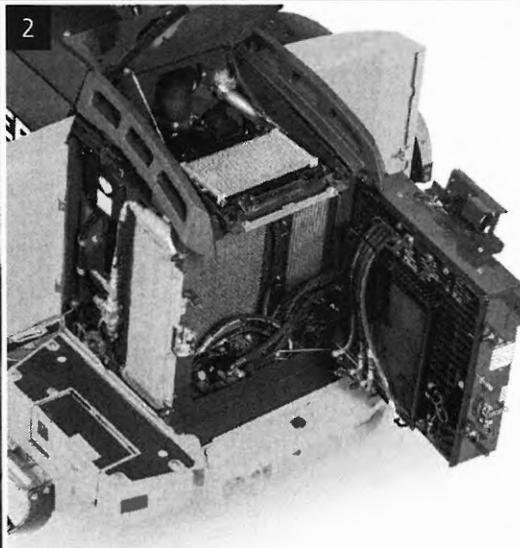
Auto-idle applies the brakes and automatically reduces engine speed to help conserve fuel after an operator-determined period of inactivity. Auto shutdown turns off the engine after extended idleness.



1. Sealed-switch module keeps out dust, moisture, and debris, and virtually never wears out. Proven marine-grade touchpad eliminates rocker switches and nearly 100 wires, and unsealed connections provide even longer life.

2. Quad-Cool places the radiator, air-conditioner condenser, intercooler, and hydraulic, transmission, and optional axle coolers in a unique boxed configuration that's isolated from engine heat. For increased efficiency and durability.

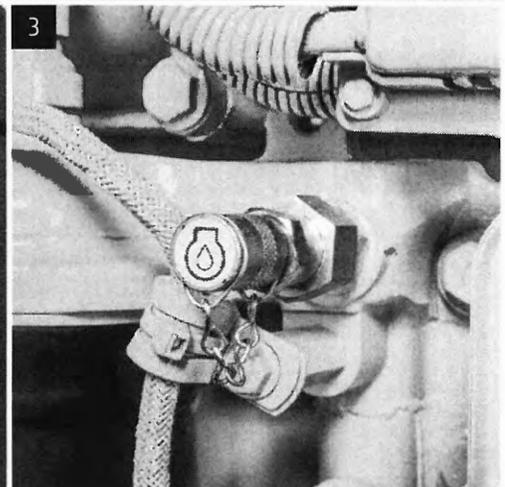
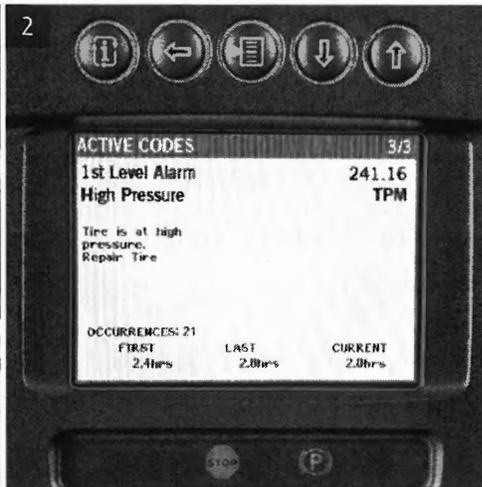
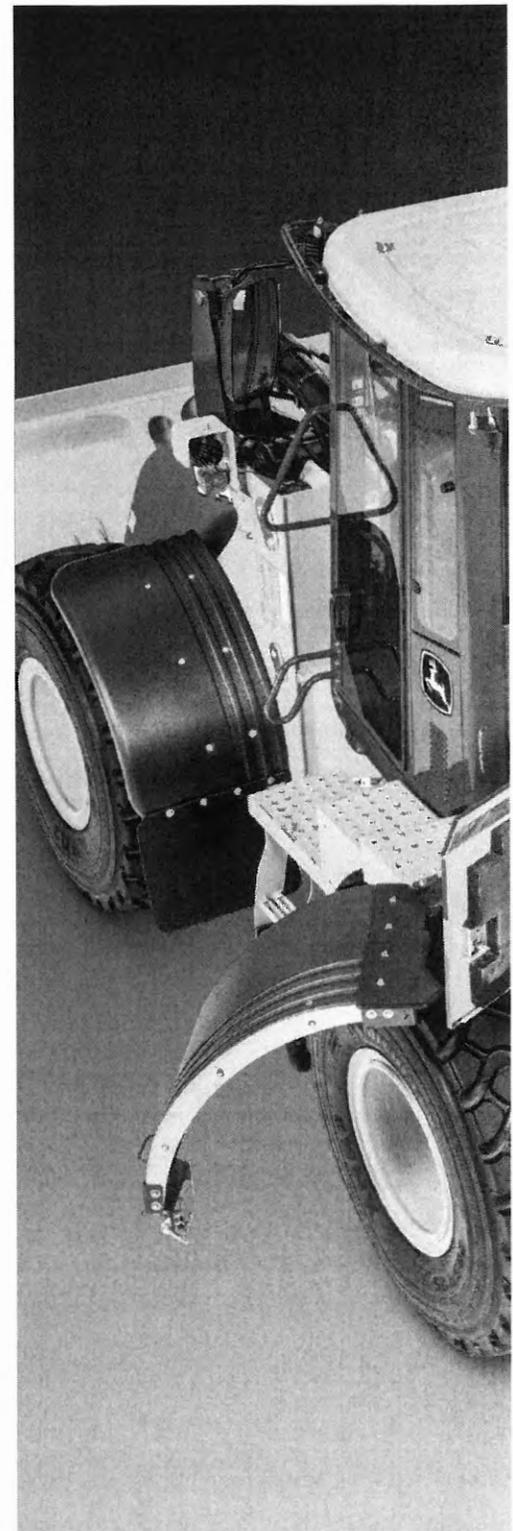
3. Optional programmable fan automatically reverses at predetermined intervals, ejecting debris from the radiator and cooler cores. Or set your own cleaning cycles through the monitor.

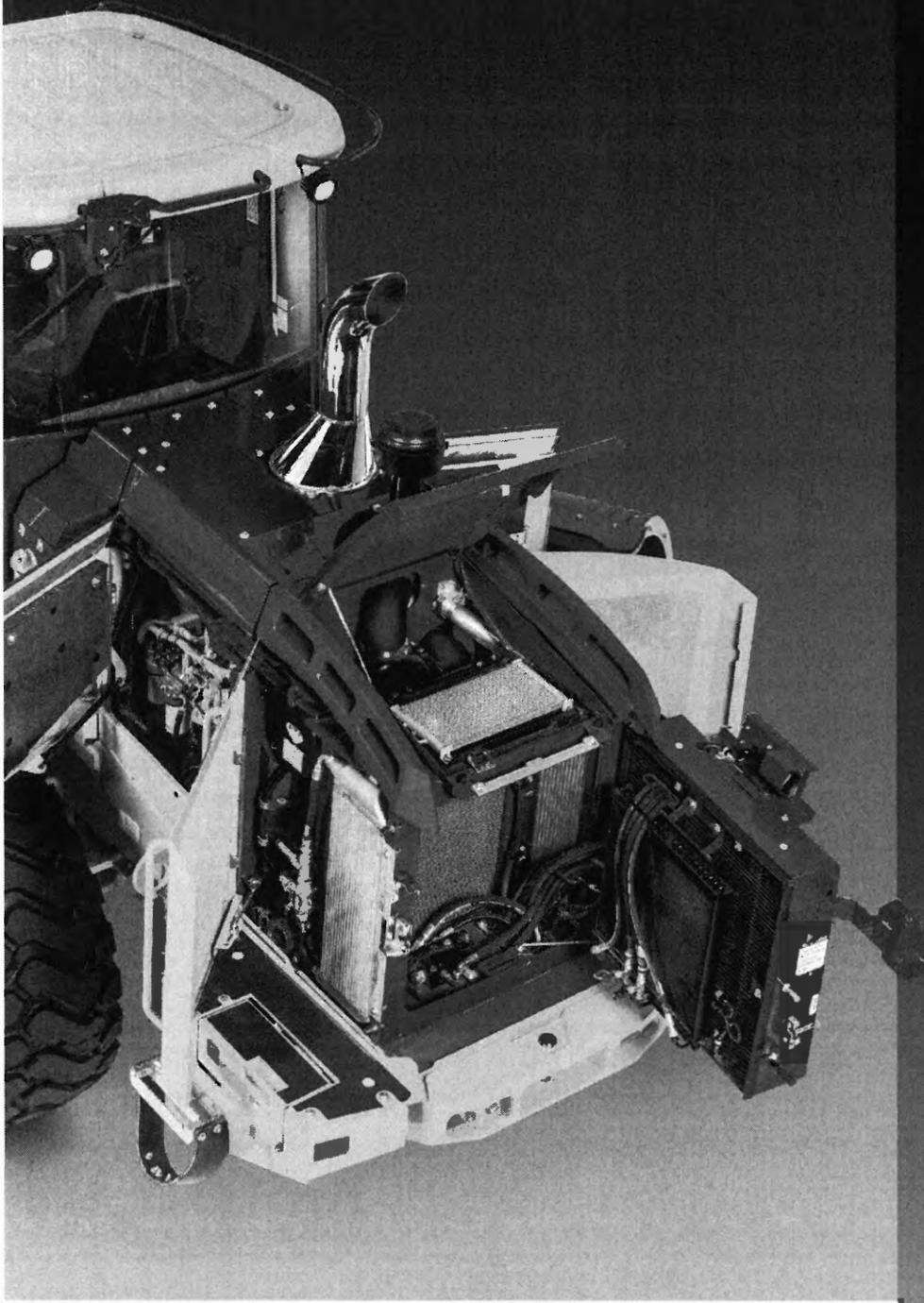


# Stretches your dollars, not your service techs.

Controlling daily owning and operating costs shouldn't be a reach — and it's not on a 444K Loader. Same-side ground-level service points make quick work of the daily routine. Unique Quad-Cool system provides wide-open access to both sides of the coolers for easy cleanout. Extended service intervals let you work longer between changes. And because no maintenance beats low maintenance, standard self-adjusting serpentine engine belts and wet-disc brakes seldom, if ever, require attention. That's just for starters. The list of 444K maintenance-minimizing features — and your owning and operating cost savings — goes on and on.

- 1. Vertical spin-on filters allow quick, no-spill changes. 500-, 2,000-, and 4,000-hour engine, transmission, and hydraulic oil-change intervals help reduce operating costs.
- 2. If something goes wrong, the easy-to-navigate LCD monitor displays diagnostic messages, and even offers possible solutions to help get you back up and running quickly.
- 3. Color-coded fluid-sample and diagnostic test ports help speed preventative maintenance and troubleshooting. Noninvasive design helps keep out contaminants.
- 4. Conveniently located, easy-to-read sight gauges and see-through reservoirs let you check transmission, hydraulic, coolant, and windshield washer fluid levels at a glance.
- 5. Lockable master electrical-disconnect switch, cab circuit breaker, and remote-start terminals are enclosed beneath the right-side step, for ground-level convenience.





500-, 2,000-, and 4,000-hour engine, transmission, and hydraulic oil and filter service intervals mean more uptime.

3-mm (0.12 in.) side-shield perforations block most airborne debris. Unlike stacked coolers, Quad-Cool cores resist plugging and are easily accessible from either side, for quick cleanout.

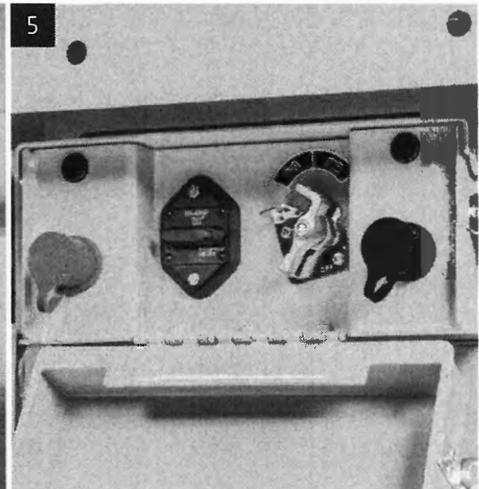
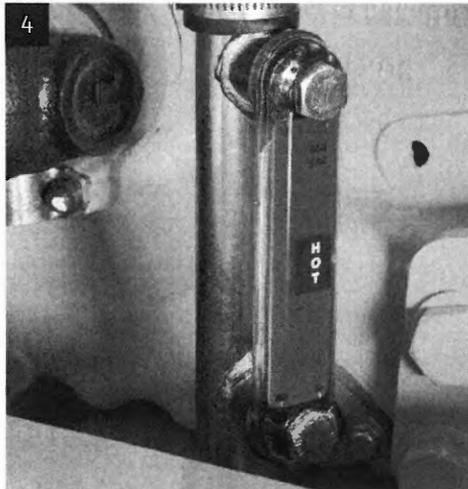
All daily service points including fuel are conveniently grouped on the left side of the machine.

Greasing is less messy, with centralized lube banks providing easy access to difficult-to-reach zerk. Periodic lube and maintenance chart conveniently ensures that nothing gets overlooked.

Large-mouth fuel tank and nearby diesel exhaust fluid (DEF) reservoir make ground-level refilling fast and easy. Increased capacities let you work longer between fill-ups.

John Deere WorkSight™ is an exclusive suite of telematics solutions that increases uptime while lowering operating costs. At its heart, JDLink™ Ultimate machine monitoring provides real-time utilization data and alerts to help you maximize productivity and efficiency while minimizing downtime. Remote diagnostics enable your dealer to read codes, record performance data, and even update software without a trip to the jobsite.

Ultimate Uptime, featuring John Deere WorkSight, is a customizable support solution available exclusively from your Deere dealer. This flexible offering maximizes equipment availability with standard John Deere WorkSight capabilities that can help prevent future downtime and speed repairs when needed. In addition to the base John Deere WorkSight features, our dealers work with you to build an uptime package that meets the specific needs of your machine, fleet, project, and business, including customized maintenance and repair agreements, onsite parts availability, extended warranties, fluid sampling, response-time guarantees, and more.



# 444K

<b>Engine</b>		
<b>444K Z-BAR / HIGH-LIFT / POWERLLE™</b>		
Manufacturer and Model	John Deere PowerTech™ PSS 4045	John Deere PowerTech™ E 4045H
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	EPA Tier 3/EU Stage IIIA
Cylinders	4	4
Valves Per Cylinder	4	2
Displacement	4.5 L (276 cu. in.)	4.5 L (276 cu. in.)
Net Peak Power (ISO 9249)	92 kW (124 hp) at 2,100 rpm	92 kW (124 hp) at 2,100 rpm
Net Peak Torque (ISO 9249)	507 Nm (374 lb.-ft.) at 1,000 rpm	507 Nm (374 lb.-ft.) at 1,000 rpm
Net Torque Rise	34%	36%
Fuel System (electronically controlled)	High-pressure common rail	High-pressure common rail
Lubrication	Full-flow spin-on filter and integral cooler	Full-flow spin-on filter and integral cooler
Aspiration	Turbocharged, charge air cooled	Turbocharged, charge air cooled
Air Cleaner	Under-hood, dual-element dry type, restriction indicator in cab monitor for service	
<b>Cooling</b>		
Fan Drive	Hydraulically driven, proportionally controlled, fan aft of coolers	
<b>Electrical</b>		
Electrical System	24 volt with 100-amp (130-amp optional) alternator	24 volt with 80-amp (100-amp optional) alternator
Batteries (2 – 12 volt)	950 CCA (each)	950 CCA (each)
<b>Transmission System</b>		
Type	Countershaft-type PowerShift™	
Torque Converter	Single stage, single phase	
Shift Control	Electronically modulated, adaptive, load and speed dependent	
Operator Interface	Steering-column or joystick-mounted F-N-R and gear-select lever; kick-down button on hydraulic lever	
Shift Modes	Manual/auto (1st-D or 2nd-D); Quick-Shift button with 2 selectable modes: kick-down or kick-up/down; and adaptive clutch cutoff	
Maximum Travel Speeds (with 17.5 R 25 tires)	<i>Forward</i>	<i>Reverse</i>
Range 1	7.3 km/h (4.5 mph)	7.6 km/h (4.7 mph)
Range 2	12.1 km/h (7.5 mph)	13.0 km/h (8.1 mph)
Range 3	23.1 km/h (14.4 mph)	24.2 km/h (15.0 mph)
Range 4	36.0 km/h (22.4 mph)	N/A
<b>Axles/Brakes</b>		
Final Drives	Heavy-duty midboard planetary	
Differentials	Hydraulic locking front with conventional rear – standard; dual locking front and rear – optional	
Rear Axle Oscillation, Stop to Stop (with 17.5 R 25 tires)	24 deg. (12 deg. each direction)	
Service Brakes (conform to ISO 3450)	Outboard, forced oil cooled, multi disc	
Parking Brakes (conform to ISO 3450)	Automatic spring applied, hydraulically released, driveline mounted, sealed wet multi disc	
<b>Tires/Wheels (see page 20 for complete tire adjustments)</b>		
	<i>Tread Width</i>	<i>Width Over Tires</i>
Michelin 17.5 R 25, 1 Star L-3	1900 mm (74.8 in.)	2415 mm (95.1 in.)
<b>Serviceability</b>		
Refill Capacities	EPA FT4/EU Stage IV	EPA Tier 3/EU Stage IIIA
Fuel Tank (with lockable cap)	220 L (60 gal.)	220 L (60 gal.)
Cooling System	19 L (20 qt.)	19 L (20 qt.)
Diesel Exhaust Fluid (DEF)	19 L (20 qt.)	N/A
Engine Oil with Vertical Spin-On Filter	14.5 L (15.3 qt.)	17.5 L (18.5 qt.)
Transmission Reservoir with Vertical Filter	18.5 L (19.5 qt.)	18.5 L (19.5 qt.)
Axle Oil (front and rear, each)	22 L (23 qt.)	22 L (23 qt.)
Hydraulic Reservoir and Filter	118.7 L (31.4 gal.)	92 L (24.3 gal.)
Park Brake Oil (wet disc)	0.3 L (10 oz.)	0.3 L (10 oz.)
<b>Hydraulic System/Steering</b>		
Pump (loader and steering)	Variable-displacement, axial-piston pump; closed-center, pressure-compensating system	
Maximum Rated Flow at 6895 kPa (1,000 psi) and 2,350 rpm	140 L/m (37 gpm)	
System Relief Pressure (loader and steering)	24 821 kPa (3,600 psi)	
Loader Controls	2-function valve; joystick control or fingertip controls; hydraulic-function enable/disable; optional 3rd- and 4th-function valve with auxiliary lever	
Steering (conforms to ISO 5010)	Steering-column-mounted, twist-grip shift lever; Quick-Shift button on hydraulic lever	
Type	Power, fully hydraulic	
Articulation Angle	80-deg. arc (40 deg. each direction)	
Turning Radius (measured to centerline of outside tire)	4.74 m (15 ft. 7 in.)	

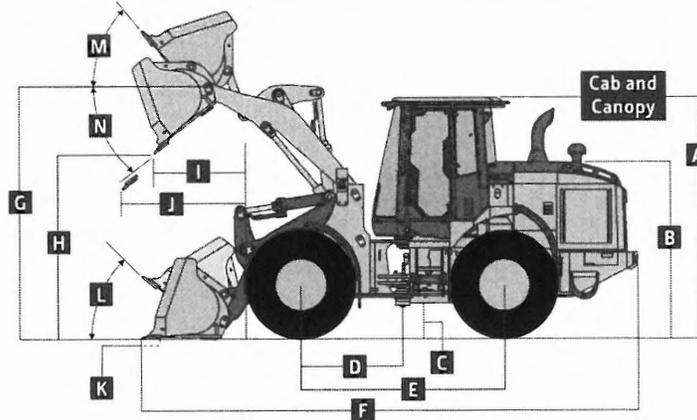


**Hydraulic System/Steering (continued)**

**Z-BAR / HIGH-LIFT / POWERLEL**

Hydraulic Cycle Times	Z-Bar / High-Lift	Powerlel
Raise	5.9 sec.	5.3 sec.
Dump	1.0 sec.	1.1 sec.
Lower (float down)	2.4 sec.	1.9 sec.
Total	9.3 sec.	8.3 sec.

**Dimensions and Specifications with Pin-On Bucket**



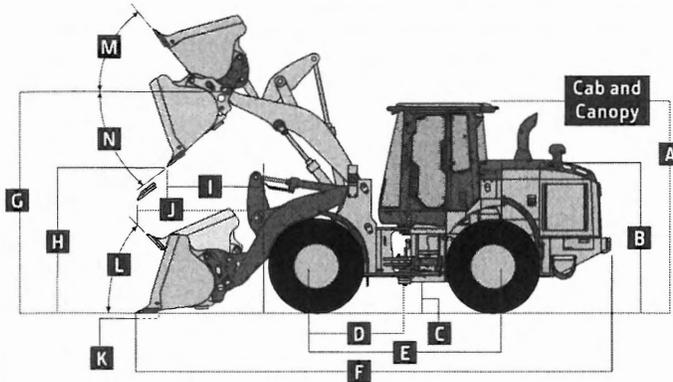
**444K Z-BAR AND HIGH-LIFT LOADERS WITH PIN-ON BUCKET**

	Z-Bar	High-Lift
<b>Dimensions with Bucket</b>	1.9-m <sup>3</sup> (2.5 cu. yd.) general-purpose with bolt-on edge	1.9-m <sup>3</sup> (2.5 cu. yd.) general-purpose with bolt-on edge
<b>A</b> Height to Top of Cab and Canopy	3.17 m (10 ft. 5 in.)	3.17 m (10 ft. 5 in.)
<b>B</b> Hood Height	2.27 m (7 ft. 5 in.)	2.27 m (7 ft. 5 in.)
<b>C</b> Ground Clearance	393 mm (15.5 in.)	393 mm (15.5 in.)
<b>D</b> Length from Centerline to Front Axle	1.37 m (4 ft. 6 in.)	1.37 m (4 ft. 6 in.)
<b>E</b> Wheelbase	2.76 m (9 ft. 6 in.)	2.76 m (9 ft. 6 in.)
<b>F</b> Overall Length, Bucket on Ground	6.86 m (22 ft. 6 in.)	7.20 m (23 ft. 7 in.)
<b>G</b> Height to Hinge Pin, Fully Raised	3.60 m (11 ft. 10 in.)	3.99 m (13 ft. 1 in.)
<b>H</b> Dump Clearance, 45 deg., Full Height	2.67 m (8 ft. 9 in.)	3.03 m (9 ft. 11 in.)
<b>I</b> Reach, 45-deg. Dump, Full Height	1.04 m (3 ft. 5 in.)	1.04 m (3 ft. 5 in.)
<b>J</b> Reach, 45-deg. Dump, 2.13-m (7 ft. 0 in.) Clearance	1.44 m (4 ft. 9 in.)	1.74 m (5 ft. 9 in.)
<b>K</b> Maximum Digging Depth	105 mm (4.1 in.)	105 mm (4.1 in.)
<b>L</b> Maximum Rollback at Ground Level	41 deg.	41 deg.
<b>M</b> Maximum Rollback, Boom Fully Raised	55 deg.	50 deg.
<b>N</b> Maximum Bucket Dump Angle, Fully Raised	50 deg.	45 deg.
Loader Clearance Circle, Bucket Carry Position	11.07 m (36 ft. 4 in.)	11.39 m (37 ft. 5 in.)
<b>Specifications with Bucket</b>		
Capacity, Heaped	1.9 m <sup>3</sup> (2.5 cu. yd.)	1.9 m <sup>3</sup> (2.5 cu. yd.)
Capacity, Struck	1.6 m <sup>3</sup> (2.1 cu. yd.)	1.6 m <sup>3</sup> (2.1 cu. yd.)
Bucket Weight with Bolt-On Cutting Edge	888 kg (1,958 lb.)	888 kg (1,958 lb.)
Bucket Width	2.54 m (8 ft. 4 in.)	2.54 m (8 ft. 4 in.)
Breakout Force	7960 kg (17,549 lb.)	7345 kg (16,193 lb.)
Tipping Load, Straight, No Tire Deflection	9263 kg (20,421 lb.)	7955 kg (17,538 lb.)
Tipping Load, Straight, with Tire Deflection	8736 kg (19,260 lb.)	7545 kg (16,634 lb.)
Tipping Load, 40-deg. Full Turn, No Tire Deflection	8080 kg (17,813 lb.)	6914 kg (15,243 lb.)
Tipping Load, 40-deg. Full Turn, with Tire Deflection	7437 kg (16,396 lb.)	6399 kg (14,107 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, No Tire Deflection (conforms to ISO 14397-1)*	4040 kg (8,907 lb.)	3457 kg (7,621 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, with Tire Deflection (conforms to ISO 14397-1)*	3718 kg (8,197 lb.)	3199 kg (7,053 lb.)
Operating Weight	11 350 kg (25,022 lb.)	11 538 kg (25,360 lb.)

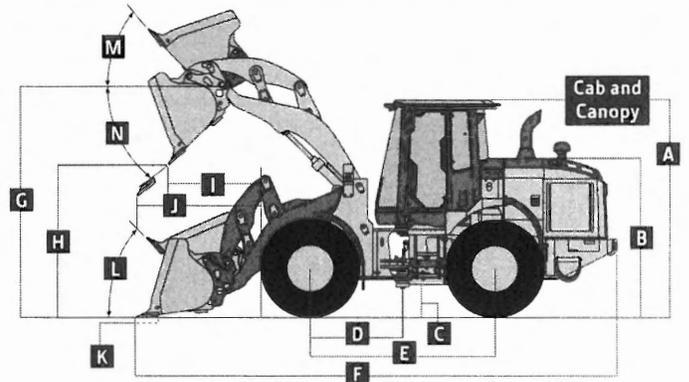
Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PSS 4045 (EPA Final Tier 4/EU Stage IV) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments.

\*Rated operating capacity based on Deere attachments only.

**Dimensions and Specifications with Hi-Vis Coupler and Hook-On Bucket 444K Z-BAR / HIGH-LIFT / POWERLLEL**



**444K Z-BAR AND HIGH-LIFT LOADERS WITH QUICK-COUPLER AND HOOK-ON BUCKET**



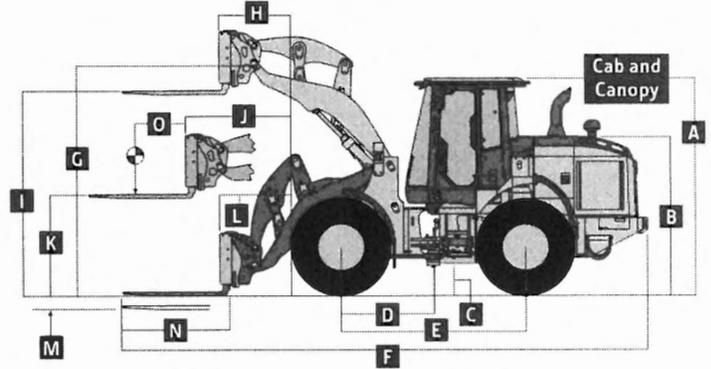
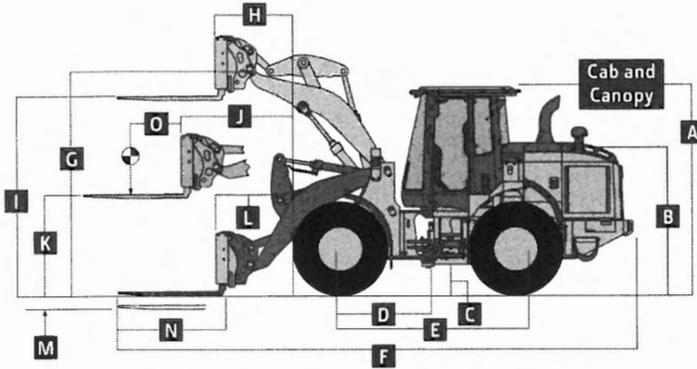
**444K POWERLLEE LOADER WITH QUICK-COUPLER AND HOOK-ON BUCKET**

	Z-Bar 1.9-m <sup>3</sup> (2.5 cu. yd.) general-purpose with bolt-on edge	Z-Bar 3.1-m <sup>3</sup> (4.0 cu. yd.) light-material with bolt-on edge	High-Lift 1.9-m <sup>3</sup> (2.5 cu. yd.) general-purpose with bolt-on edge	High-Lift 3.1-m <sup>3</sup> (4.0 cu. yd.) light-material with bolt-on edge	Powerllee 1.9-m <sup>3</sup> (2.5 cu. yd.) general-purpose with bolt-on edge	Powerllee 3.1-m <sup>3</sup> (4.0 cu. yd.) light-material with bolt-on edge
<b>Dimensions with Bucket</b>						
<b>A</b> Height to Top of Cab and Canopy	3.17 m (10 ft. 5 in.)	3.17 m (10 ft. 5 in.)	3.17 m (10 ft. 5 in.)	3.17 m (10 ft. 5 in.)	3.17 m (10 ft. 5 in.)	3.17 m (10 ft. 5 in.)
<b>B</b> Hood Height	2.27 m (7 ft. 5 in.)	2.27 m (7 ft. 5 in.)	2.27 m (7 ft. 5 in.)	2.27 m (7 ft. 5 in.)	2.27 m (7 ft. 5 in.)	2.27 m (7 ft. 5 in.)
<b>C</b> Ground Clearance	393 mm (15.5 in.)	393 mm (15.5 in.)	393 mm (15.5 in.)	393 mm (15.5 in.)	393 mm (15.5 in.)	393 mm (15.5 in.)
<b>D</b> Length from Centerline to Front Axle	1.37 m (4 ft. 6 in.)	1.37 m (4 ft. 6 in.)	1.37 m (4 ft. 6 in.)	1.37 m (4 ft. 6 in.)	1.37 m (4 ft. 6 in.)	1.37 m (4 ft. 6 in.)
<b>E</b> Wheelbase	2.76 m (9 ft. 6 in.)	2.76 m (9 ft. 1 in.)	2.76 m (9 ft. 6 in.)	2.76 m (9 ft. 1 in.)	2.76 m (9 ft. 6 in.)	2.76 m (9 ft. 1 in.)
<b>F</b> Overall Length, Bucket on Ground	7.05 m (23 ft. 1 in.)	7.31 m (23 ft. 11.8 in.)	7.38 m (24 ft. 3 in.)	7.63 m (25 ft. 0 in.)	7.15 m (23 ft. 5 in.)	7.40 m (24 ft. 3 in.)
<b>G</b> Height to Hinge Pin, Fully Raised	3.60 m (11 ft. 10 in.)	3.60 m (11 ft. 10 in.)	3.99 m (13 ft. 1 in.)	3.99 m (13 ft. 1 in.)	3.67 m (12 ft. 0 in.)	3.67 m (12 ft. 0 in.)
<b>H</b> Dump Clearance, 45 deg., Full Height	2.54 m (8 ft. 4 in.)	2.34 m (7 ft. 8 in.)	2.90 m (9 ft. 6 in.)	2.71 m (8 ft. 11 in.)	2.58 m (8 ft. 5 in.)	2.36 m (7 ft. 9 in.)
<b>I</b> Reach, 45-deg. Dump, Full Height	1.15 m (3 ft. 9 in.)	1.23 m (4 ft. 0 in.)	1.15 m (3 ft. 9 in.)	1.26 m (4 ft. 2 in.)	1.14 m (3 ft. 9 in.)	1.32 m (4 ft. 4 in.)
<b>J</b> Reach, 45-deg. Dump, 2.13-m (7 ft. 0 in.) Clearance	1.47 m (4 ft. 10 in.)	1.41 m (4 ft. 7.5 in.)	1.78 m (5 ft. 10 in.)	1.75 m (5 ft. 9 in.)	1.51 m (4 ft. 11 in.)	1.52 m (5 ft. 0 in.)
<b>K</b> Maximum Digging Depth	139 mm (5.0 in.)	258 mm (10.0 in.)	148 mm (5.8 in.)	258 mm (10.0 in.)	119 mm (4.7 in.)	260 mm (10.2 in.)
<b>L</b> Maximum Rollback at Ground Level	41 deg.	41 deg.	41 deg.	40 deg.	43 deg.	43 deg.
<b>M</b> Maximum Rollback, Boom Fully Raised	55 deg.	56 deg.	49 deg.	51 deg.	51 deg.	53 deg.
<b>N</b> Maximum Bucket Dump Angle, Fully Raised	50 deg.	49 deg.	45 deg.	45 deg.	50 deg.	48 deg.
<b>Loader Clearance Circle, Bucket Carry Position</b>	11.19 m (36 ft. 9 in.)	11.65 m (38 ft. 3 in.)	11.47 m (37 ft. 7 in.)	11.93 m (39 ft. 2 in.)	11.23 m (36 ft. 10 in.)	11.78 m (38 ft. 8 in.)
<b>Specifications with Bucket</b>						
Capacity, Heaped	1.9 m <sup>3</sup> (2.5 cu. yd.)	3.1 m <sup>3</sup> (4.0 cu. yd.)	1.9 m <sup>3</sup> (2.5 cu. yd.)	3.1 m <sup>3</sup> (4.0 cu. yd.)	1.9 m <sup>3</sup> (2.5 cu. yd.)	3.1 m <sup>3</sup> (4.0 cu. yd.)
Capacity, Struck	1.6 m <sup>3</sup> (2.1 cu. yd.)	2.59 m <sup>3</sup> (3.4 cu. yd.)	1.6 m <sup>3</sup> (2.1 cu. yd.)	2.59 m <sup>3</sup> (3.4 cu. yd.)	1.6 m <sup>3</sup> (2.1 cu. yd.)	2.59 m <sup>3</sup> (3.4 cu. yd.)
Bucket Weight with Bolt-On Cutting Edge	1290 kg (2,844 lb.)	1627 kg (3,587 lb.)	1290 kg (2,844 lb.)	1627 kg (3,587 lb.)	1262 kg (2,782 lb.)	1638 kg (3,611 lb.)
Bucket Width	2.54 m (8 ft. 4 in.)	2.89 m (9 ft. 6 in.)	2.54 m (8 ft. 4 in.)	2.89 m (9 ft. 6 in.)	2.54 m (8 ft. 4 in.)	2.89 m (9 ft. 6 in.)
Breakout Force	6659 kg (14,681 lb.)	5451 kg (12,017 lb.)	6136 kg (13,528 lb.)	5063 kg (11,162 lb.)	6056 kg (13,352 lb.)	5562 kg (12,262 lb.)
Tipping Load, Straight, No Tire Deflection	8320 kg (18,342 lb.)	7792 kg (17,178 lb.)	7136 kg (15,732 lb.)	6634 kg (14,625 lb.)	7272 kg (16,032 lb.)	6708 kg (14,788 lb.)
Tipping Load, Straight, with Tire Deflection	7839 kg (17,282 lb.)	7314 kg (16,125 lb.)	6756 kg (14,894 lb.)	6252 kg (13,783 lb.)	6879 kg (15,166 lb.)	6321 kg (13,935 lb.)
Tipping Load, 40-deg. Full Turn, No Tire Deflection	7209 kg (15,893 lb.)	6701 kg (14,773 lb.)	6151 kg (13,561 lb.)	5668 kg (12,496 lb.)	6270 kg (13,823 lb.)	5733 kg (12,639 lb.)
Tipping Load, 40-deg. Full Turn, with Tire Deflection	6615 kg (14,584 lb.)	6108 kg (13,466 lb.)	5676 kg (12,513 lb.)	5196 kg (11,455 lb.)	5778 kg (12,738 lb.)	5250 kg (11,574 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, No Tire Deflection (conforms to ISO 14397-1)*	3604 kg (7,945 lb.)	3350 kg (7,385 lb.)	3076 kg (6,781 lb.)	2834 kg (6,248 lb.)	3135 kg (6,911 lb.)	2867 kg (6,321 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, with Tire Deflection (conforms to ISO 14397-1)*	3307 kg (7,291 lb.)	3054 kg (6,733 lb.)	2838 kg (6,257 lb.)	2598 kg (5,728 lb.)	2889 kg (6,369 lb.)	2625 kg (5,787 lb.)
Operating Weight	11 752 kg (25,909 lb.)	12 088 kg (26,649 lb.)	11 940 kg (26,323 lb.)	12 277 kg (27,066 lb.)	12 412 kg (27,364 lb.)	12 748 kg (28,104 lb.)

Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PSS 4045 (EPA Final Tier 4/EU Stage IV) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments.

\*Rated operating capacity based on Deere attachments only.

**Dimensions and Specifications with Hi-Vis Coupler and Construction Forks 444K Z-BAR / HIGH-LIFT / POWERLEL**



**444K Z-BAR AND HIGH-LIFT LOADERS WITH QUICK-COUPLER AND HOOK-ON CONSTRUCTION FORKS**

**444K POWERLEL LOADER WITH QUICK-COUPLER AND HOOK-ON CONSTRUCTION FORKS**

	Z-Bar	Z-Bar	High-Lift	High-Lift	Powerlrel	Powerlrel
<b>Dimensions with Forks</b>	1.22-m (48 in.) tine length	1.52-m (60 in.) tine length	1.22-m (48 in.) tine length	1.52-m (60 in.) tine length	1.22-m (48 in.) tine length	1.52-m (60 in.) tine length
<b>A</b> Height to Top of Cab and Canopy	3.17 m (10 ft. 5 in.)					
<b>B</b> Hood Height	2.27 m (7 ft. 5 in.)					
<b>C</b> Ground Clearance	393 mm (15.5 in.)					
<b>D</b> Length from Centerline to Front Axle	1.37 m (4 ft. 6 in.)					
<b>E</b> Wheelbase	2.76 m (9 ft. 6 in.)					
<b>F</b> Overall Length, Forks on Ground	7.45 m (24 ft. 5 in.)	7.77 m (25 ft. 6 in.)	7.79 m (25 ft. 7 in.)	8.09 m (26 ft. 6 in.)	7.52 m (24 ft. 8 in.)	7.82 m (25 ft. 8 in.)
<b>G</b> Height to Hinge Pin, Fully Raised	3.60 m (11 ft. 10 in.)	3.60 m (11 ft. 10 in.)	3.99 m (13 ft. 1 in.)	3.99 m (13 ft. 1 in.)	3.67 m (12 ft. 0 in.)	3.67 m (12 ft. 0 in.)
<b>H</b> Reach, Fully Raised	0.86 m (34 in.)					
<b>I</b> Fork Height, Fully Raised	3.44 m (11 ft. 3 in.)	3.44 m (11 ft. 3 in.)	3.79 m (12 ft. 5 in.)	3.79 m (12 ft. 5 in.)	3.51 m (11 ft. 6 in.)	3.51 m (11 ft. 6 in.)
<b>J</b> Maximum Reach, Fork Level	1.57 m (5 ft. 2 in.)	1.57 m (5 ft. 2 in.)	1.84 m (6 ft. 0 in.)	1.84 m (6 ft. 0 in.)	1.63 m (5 ft. 4 in.)	1.63 m (5 ft. 4 in.)
<b>K</b> Fork Height, Maximum Reach	1.69 m (5 ft. 6 in.)	1.69 m (5 ft. 6 in.)	1.70 m (5 ft. 7 in.)	1.70 m (5 ft. 7 in.)	1.73 m (5 ft. 8 in.)	1.73 m (5 ft. 8 in.)
<b>L</b> Reach, Ground Level	0.97 m (3 ft. 2 in.)	0.97 m (3 ft. 2 in.)	1.31 m (4 ft. 4 in.)	1.31 m (4 ft. 4 in.)	0.96 m (3 ft. 2 in.)	0.96 m (3 ft. 2 in.)
<b>M</b> Depth Below Ground	107 mm (4.2 in.)	107 mm (4.2 in.)	16 mm (0.6 in.)	16 mm (0.6 in.)	2 mm (0.1 in.)	2 mm (0.1 in.)
<b>N</b> Tine Length	1.22 m (48 in.)	1.52 m (60 in.)	1.22 m (48 in.)	1.52 m (60 in.)	1.22 m (48 in.)	1.52 m (60 in.)
<b>O</b> Load Position, 50% Tine Length	0.61 m (24 in.)	0.76 m (30 in.)	0.61 m (24 in.)	0.76 m (30 in.)	0.61 m (24 in.)	0.76 m (30 in.)
<b>Specifications with Forks</b>						
Tipping Load, Straight, No Tire Deflection	6162 kg (13,585 lb.)	5806 kg (12,800 lb.)	5567 kg (12,273 lb.)	5263 kg (11,603 lb.)	5796 kg (12,778 lb.)	5472 kg (12,064 lb.)
Tipping Load, Straight, with Tire Deflection	5979 kg (13,181 lb.)	5637 kg (12,427 lb.)	5409 kg (11,925 lb.)	5118 kg (11,283 lb.)	5613 kg (12,374 lb.)	5301 kg (11,687 lb.)
Tipping Load, 40-deg. Full Turn, No Tire Deflection	5360 kg (11,817 lb.)	5044 kg (11,120 lb.)	4823 kg (10,633 lb.)	4554 kg (10,040 lb.)	5022 kg (11,072 lb.)	4734 kg (10,437 lb.)
Tipping Load, 40-deg. Full Turn, with Tire Deflection	5115 kg (11,277 lb.)	4818 kg (10,622 lb.)	4611 kg (10,165 lb.)	4359 kg (9,610 lb.)	4791 kg (10,562 lb.)	4512 kg (9,947 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, with Tire Deflection [conforms to ISO 14397-1 and SAE J1197]*	2557 kg (5,637 lb.)	2409 kg (5,311 lb.)	2305 kg (5,082 lb.)	2179 kg (4,804 lb.)	2395 kg (5,280 lb.)	2256 kg (4,977 lb.)
Rated Operating Load, Rough Terrain, 60% Full-Turn Tipping Load, with Tire Deflection (conforms to EN474-3)*	3069 kg (6,766 lb.)	2891 kg (6,374 lb.)	2767 kg (6,100 lb.)	2615 kg (5,765 lb.)	2874 kg (6,336 lb.)	2707 kg (5,968 lb.)
Rated Operating Load, Firm and Level Ground, 80% Full-Turn Tipping Load, with Tire Deflection (conforms to EN474-3)*	4092 kg (9,021 lb.)	3854 kg (8,497 lb.)	3689 kg (8,133 lb.)	3487 kg (7,687 lb.)	3833 kg (8,450 lb.)	3610 kg (7,959 lb.)
Operating Weight	11 450 kg (25,243 lb.)	11 493 kg (25,338 lb.)	11 638 kg (25,657 lb.)	11 681 kg (25,752 lb.)	12 121 kg (26,722 lb.)	12 164 kg (26,817 lb.)

Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PSS 4045 (EPA Final Tier 4/EU Stage IV) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments.

\*Rated operating capacity based on Deere attachments only.

**Adjustments to Operating Weights and Tipping Loads with Buckets**
**444K Z-BAR / HIGH-LIFT / POWERLIFT**

Adjustments to operating weights, tipping loads, and tires are based on Z-Bar machine with pin-on 1.9-m<sup>3</sup> (2.5 cu. yd.) general-purpose bucket with bolt-on cutting edge, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator\*

Add (+) or deduct (-) kg (lb.) as indicated for loaders with 3-piece rims	Operating Weight	Tipping Load, Straight	Tipping Load, 40-deg. Full Turn	Tread Width	Width Over Tires	Vertical Height
John Deere PowerTech PSS 4045	0 kg (0 lb.)	0 kg (0 lb.)	0 kg (0 lb.)	N/A	N/A	N/A
John Deere PowerTech E 4045H						
Z-Bar	+63 kg (+139 lb.)	+277 kg (+610 lb.)	+222 kg (+489 lb.)	N/A	N/A	N/A
High-Lift	+24 kg (+53 lb.)	+157 kg (+346 lb.)	+123 kg (+271 lb.)	N/A	N/A	N/A
Michelin 17.5 R 25, 1 Star L-3	0 kg (0 lb.)	0 kg (0 lb.)	0 kg (0 lb.)	0 mm (0 in.)	0 mm (0 in.)	0 mm (0 in.)
Michelin 17.5 R 25, 1 Star L-2	-100 kg (-220 lb.)	-71 kg (-157 lb.)	-64 kg (-141 lb.)	0 mm (0 in.)	+10 mm (+0.4 in.)	-4 mm (-0.2 in.)
Bridgestone 17.5 R 25, 1 Star L-2	+32 kg (+71 lb.)	+23 kg (+50 lb.)	+20 kg (+44 lb.)	0 mm (0 in.)	+10 mm (+0.4 in.)	-4 mm (-0.2 in.)
Titan 17.5 R 25, 1 Star L-2	-32 kg (-71 lb.)	-23 kg (-50 lb.)	-20 kg (-44 lb.)	0 mm (0 in.)	+10 mm (+0.4 in.)	-4 mm (-0.2 in.)
Firestone 17.5-25, 12 PR L-3	-184 kg (-406 lb.)	-130 kg (-287 lb.)	-118 kg (-260 lb.)	0 mm (0 in.)	-9 mm (-0.4 in.)	+6 mm (+0.2 in.)
Firestone 17.5-25, 12 PR L-2	-176 kg (-388 lb.)	-125 kg (-275 lb.)	-113 kg (-249 lb.)	0 mm (0 in.)	-9 mm (-0.4 in.)	+5 mm (+0.2 in.)
Firestone 20.5-25, 12 PR L-2 <sup>§</sup>	+56 kg (+123 lb.)	+40 kg (+88 lb.)	+36 kg (+79 lb.)	+50 mm (+2 in.)	+124 mm (+4.9 in.)	+66 mm (+2.6 in.)
Titan 20.5-25, 12 PR L-2 <sup>§</sup>	+96 kg (+212 lb.)	+68 kg (+150 lb.)	+61 kg (+134 lb.)	+50 mm (+2 in.)	+124 mm (+4.9 in.)	+66 mm (+2.6 in.)
Michelin 20.5 R 25, 1 Star L-2 <sup>§</sup>	+204 kg (+450 lb.)	+145 kg (+320 lb.)	+130 kg (+287 lb.)	+50 mm (+2 in.)	+118 mm (+4.6 in.)	+58 mm (+2.3 in.)
Bridgestone 20.5 R 25, 1 Star L-2 <sup>§</sup>	+296 kg (+653 lb.)	+211 kg (+464 lb.)	+189 kg (+417 lb.)	+50 mm (+2 in.)	+118 mm (+4.6 in.)	+58 mm (+2.3 in.)
Titan 20.5 R 25, 1 Star L-2 <sup>§</sup>	+276 kg (+608 lb.)	+196 kg (+433 lb.)	+176 kg (+388 lb.)	+50 mm (+2 in.)	+118 mm (+4.6 in.)	+58 mm (+2.3 in.)
Michelin 20.5 R 25 L2 Sno-Plus <sup>§</sup>	+260 kg (+573 lb.)	+185 kg (+408 lb.)	+163 kg (+359 lb.)	+50 mm (+2 in.)	+86 mm (+3.4 in.)	+63 mm (+2.5 in.)
CaCl <sub>2</sub> in 17.5-25 Rear Tires, 75% Fill	+537 kg (+1,183 lb.)	+639 kg (+1,409 lb.)	+564 kg (+1,243 lb.)	N/A	N/A	N/A

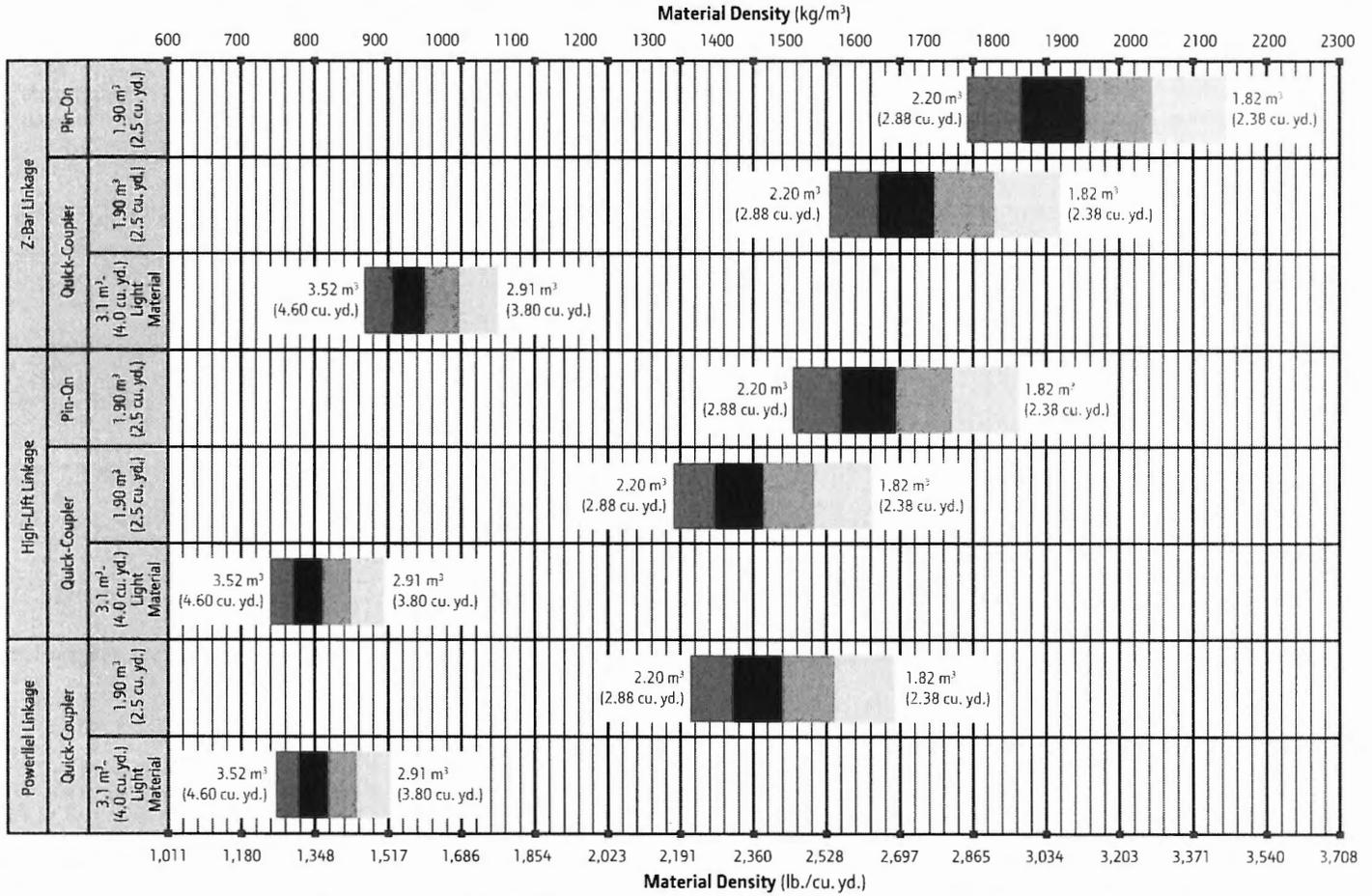
\*May change based on vehicle configuration, weight, or tire-pressure adjustments.

<sup>§</sup>CaCl<sub>2</sub> not recommended.

<sup>§</sup>Requires 8-deg. rear axle stops.

Bucket Selection Guides

444K Z-BAR / HIGH-LIFT / POWERLIFT



LOOSE MATERIALS		kg/m³	lb./cu. yd.	LOOSE MATERIALS		kg/m³	lb./cu. yd.
Chips, pulpwood	288	486	Limestone, coarse, sized	1570	2,646		
Cinders (coal, ashes, clinkers)	673	1,134	Limestone, mixed sizes	1682	2,835		
Clay and gravel, dry	1602	2,700	Limestone, pulverized or crushed	1362	2,295		
Clay, compact, solid	1746	2,943	Sand, damp	2083	3,510		
Clay, dry in lump loose	1009	1,701	Sand, dry	1762	2,970		
Clay, excavated in water	1282	2,160	Sand, voids, full of water	2083	3,510		
Coal, anthracite, broken, loose	865	1,458	Sandstone, quarried	1314	2,214		
Coal, bituminous, moderately wet	801	1,350	Shale, broken crushed	1362	2,295		
Earth, common loam, dry	1218	2,052	Slag, furnace granulated	1955	3,294		
Earth, mud, packed	1843	3,105	Stone or gravel, 37.5 to 87.5-mm (1.5 to 3.5") size	1442	2,430		
Granite, broken	1538	2,592	Stone or gravel, 18.75-mm (3/4") size	1602	2,700		
Gypsum	2275	3,834					



# Additional equipment

Key: ● Standard ▲ Optional or special See your John Deere dealer for further information.

## 444K Engine

- Wet-sleeve cylinder liners
- Automatic glow plugs for cold start<sup>†</sup>
- Programmable auto-idle and auto shutdown
- Selected idle adjustment from 900–1,250 rpm
- Starter protection
- Automatic engine cool-down timer<sup>†</sup>
- Automatic derating for exceeded system temperatures
- Serpentine drive belt for automatic tensioner
- Electrical fuel-priming pump<sup>†</sup>
- Dual-stage fuel filter and water separator
- 500-hour vertical spin-on oil filter
- ▲ Chrome exhaust stack
- ▲ Automatic ether starting aid (recommended for cold starts below –12 deg. C [10 deg. F])<sup>‡</sup>
- ▲ Engine-block heater (recommended for cold starts below –23 deg. C [–10 deg. F])
- ▲ Centrifugal engine air pre-cleaner
- Programmable maximum high gear
- Clutch calibration engaged from monitor
- 2,000-hour vertical spin-on transmission filter
- Transmission fill tube and sight gauge
- Transmission diagnostic ports
- 4-speed transmission with non-lockup torque converter
- Front locking differential
- ▲ Rear locking differential
- ▲ Automatic differential lock
- Axle oil temperature sensing
- ▲ Wheel-spin control
- Heavy-duty, trash-resistant radiator and high-ambient cooling package
- 2-side access to all coolers
- Isolated from engine compartment
- Engine radiator
- Integral engine oil cooler
- Hydraulic oil cooler (oil to air)
- Transmission oil cooler (oil to air)
- Charge air cooler (air to air)
- Fuel cooler<sup>†</sup>
- Coolant recovery tank
- Antifreeze, –37 deg. C (–34 deg. F)
- Cool-on-demand, hydraulically driven, swing-out fan
- Enclosed fan safety guard
- ▲ Automatic reversing fan drive
- ▲ Axle and service-brake coolers

## 444K Hydraulics

- Automatic return-to-dig bucket positioner
- In-cab adjustable automatic return-to-dig bucket positioner (Powerllel™ only)
- In-cab adjustable automatic boom-height kickout/return to carry
- Reservoir with sight gauge and fill strainer
- Hydraulic diagnostic ports
- 4,000-hour in-tank filter
- 2 function — joystick with F-N-R
- ▲ 2 function — joystick with steering column F-N-R
- ▲ 2 function — 2-lever fingertip controls and steering column F-N-R
- ▲ 3 function — joystick with F-N-R and 3rd-function auxiliary lever
- ▲ 3 function — joystick with steering column F-N-R and 3rd-function auxiliary lever
- ▲ 3 function — 3-lever fingertip controls and steering column F-N-R
- ▲ 4 function — 4-lever fingertip controls and steering column F-N-R
- ▲ Ride control, automatic with monitor-adjustable speed settings
- ▲ Hydraulic control system for quick-coupler locking pins
- ▲ Hydra™ XR cold-temperature hydraulic fluid recommended below –25 deg. C. [–13 deg. F]

## Steering Systems

- Conventional steering wheel with spinner knob
- ▲ Secondary steering

## Electrical

- Solid-state electrical power-distribution system
- Lockable master electrical-disconnect switch
- Battery-terminal safety covers
- By-pass start safety cover at starter
- Remote jump-start access in battery box<sup>†</sup>
- Pre-wired for beacon/strobe light
- Lights: Halogen driving lights with guards (2) / Front (4), rear cab (2), and rear grille (2) work lights / Incandescent front turn signals and flashers / LED stop and taillights
- ▲ Heavy-duty front LED turn signal and marker lights
- ▲ Premium LED light package (all exterior lights are heavy-duty LED)
- Programmable courtesy lights
- Horn, electric
- Reverse warning alarm
- Multi-function/multi-language LCD color monitor includes: Digital instruments — Analog display (hydraulic oil temperature, engine coolant temperature, transmission oil temperature, and engine oil pressure) / Digital display (engine rpm, transmission gear/direction indicator, hour meter, fuel level, diesel exhaust fluid (DEF) level<sup>†</sup>, speedometer, odometer, and average fuel consumption)
- Integrated cycle counter with 5 categories

<sup>†</sup>Available only on EPA Final Tier 4 (FT4)/EU Stage IV engines.

<sup>‡</sup>Available only on EPA Tier 3/EU Stage IIIA engines.

# Additional equipment *(continued)*

Key: ● Standard ▲ Optional or special See your John Deere dealer for further information.

## 444K Electrical *(continued)*

- Indicator lights: Standard and selected options / Amber caution and red stop
- Operator-warning messages
- Built-in diagnostics: Diagnostic-code details / Sensor values / Calibrations / Individual circuit tester
- ▲ Electrical corrosion-prevention package
- ▲ AM/FM/Weather-Band (WB) radio with remote auxiliary port
- ▲ Premium AM/FM/WB/XM Satellite Radio™ ready radio with Bluetooth®, remote auxiliary port, and remote USB port
- 24- to 12-volt, 8-amp converter
- ▲ 24- to 12-volt, 15- or 30-amp converter and power port

## Operator's Station

- Canopy (ROPS/FOPS Level 1, isolation mounted)
- ▲ Canopy rear window
- ▲ Quiet Cab with heater (ROPS/FOPS Level 1, isolation mounted)
- ▲ Quiet Cab with air conditioning/heater (ROPS/FOPS Level 1, isolation mounted)
- Keyless start with multiple security modes
- Sealed-switch module with function indicators
- Seat with backrest extension, deep foam, vinyl cover, and adjustable air suspension
- ▲ Seat with backrest extension, deep foam, fabric cover, and adjustable air suspension
- ▲ Premium seat with high-wide back and headrest extension, heated, leather/fabric cover, and adjustable air suspension
- Hydraulic controls integrated to seat
- High-visibility, bright-orange seat belt, 76 mm (3 in.), with retractor
- Cup holders (2)
- Lunch-box/cooler holder
- ▲ Dome and reading light (included with Quiet Cab)
- ▲ 12-volt power port
- Rubber floor mat
- Tilt steering column
- Operator's manual storage compartment
- Outside (2) and inside (1) rearview mirrors
- ▲ Large heated outside mirrors
- Left-side operator-station access
- Slip-resistant steps and ergonomic handholds
- ▲ Sun visor (included with Quiet Cab)
- ▲ Radio ready (Quiet Cab only)
- ▲ Front and rear intermittent windshield wipers and washers (included with Quiet Cab)
- ▲ Powered cab air pre-cleaner
- ▲ Beacon bracket (single or dual available)
- ▲ Rearview camera
- ▲ Rear camera and radar object-detection system
- LOADRITE™ L2180™ Payload Scale Ready
- ▲ LOADRITE L2180 Payload Scale
- ▲ Embedded payload scale
- ▲ Fire extinguisher

## 444K Loader Linkage

- Z-Bar loader linkage
- ▲ High-Lift Z-Bar loader linkage
- ▲ Powerllec linkage for visibility and parallel-lift

## Buckets and Attachments

- ▲ Full line of Deere pin-on buckets
- ▲ Worksite Pro™ hydraulic coupler which accepts JRB-pattern attachments
- ▲ Hi-Vis hydraulic coupler which accepts Euro-pattern attachments (Volvo)
- ▲ Full line of Deere hook-on buckets and forks
- ▲ Bolt-on fork frame guard

## Overall Vehicle

- JDLink™ Ultimate wireless communication system (available in specific countries; see your dealer for details)
- NeverGrease™ steering-cylinder joints
- Front and rear tie-downs
- Rear cast bumper/counterweight with rear hitch and locking pin
- Articulation locking bar
- Loader boom service locking bar
- 40-deg. steering articulation to each side with rubber-cushion stops on frame
- Vandal protection with lockable engine enclosures, right counter-weight storage, and filler access for radiator/fuel/DEF /hydraulic transmission
- Left-side service steps and handholds
- ▲ Right-side service steps and handrails
- ▲ Left-side close-mounted steps
- Storage compartment
- Fuel-tank fill strainer
- Heavy-duty fuel-tank guard
- DEF<sup>1</sup> and ground-level fueling
- Same-side ground-level daily servicing
- 17.5R25 tires on 3-piece rims
- ▲ 20.5R25 tires on 3-piece rims
- Level 1 sound package<sup>5</sup>
- ▲ Level 2 sound package
- ▲ Environmental drains and sample ports
- Fenders, front
- ▲ Fenders, full-coverage, front
- ▲ Fenders, full-coverage, front and rear
- ▲ Less wheels and tires with 8-deg. axle stops
- ▲ Rims less tires
- ▲ Transmission side-frame guards
- ▲ Bottom guards, front frame and transmission
- ▲ Lift eyes
- ▲ License-plate bracket and light

<sup>1</sup>Available only on EPA Final Tier 4 (FT4)/EU Stage IV engines.

<sup>5</sup>Standard only on FT4/Stage IV engines.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and design subject to change without notice. Specifications with the exception of bucket capacity are in accordance with all applicable ISO standards. Except where otherwise noted, these specifications are based on a unit with applicable linkage and standard equipment, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79.4-g (175 lb.) operator.



**JOHN DEERE**



# Solicitation Summary Report

*MoDOT - Dept of Transportation*

*Solicitation# IFB605CO18002773: Backhoes and Loaders - Multiple Award*

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## General Header Information

**No.** IFB605CO18002773  
**Title:** Backhoes and Loaders - Multiple Award  
**Start Date:** July 17, 2018 at 8:00:00 AM CDT  
**End Date:** August 06, 2018 at 2:00:00 PM CDT  
**Collaboration Start Date:**  
**Collaboration End Date:**  
**Estimated Total Value:**  
**Description:** This Request for Bid (RFB) seeks bids from qualified organizations to provide Backhoes and Loaders to the Missouri Highways and Transportation Commission (MHTC) and Missouri Dept. of Transportation (MoDOT). The award period shall commence from the date of award until July 31, 2019. MoDOT has the right at its sole discretion, and in its sole discretion, to extend the contract period for up to three (3) one-year periods, or any portion thereof. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent addendums. ATTENTION VENDORS: You must be a registered MissouriBUYS vendor to review all terms and conditions of this solicitation. Visit <https://missouribuys.mo.gov/registration.html> to obtain full access.

**Delivery Terms:** Free On Board Destination  
**Payment Terms:** Net 30 Days  
**Contact Information:** MoDOT - Dept of Transportation  
Tom Veasman, MoDOT Buyer  
Missouri Dept. of Transportation, General Services Division  
Physical Address: 830 MoDOT Drive Jefferson City MO, 65109 United States  
Mailing Address: P. O. Box 270, Jefferson City, MO 65102 United States  
Tel: 573-522-4404  
Fax: 573-526-6948  
Tom.Veasman@modot.mo.gov

**Contact Details:** If you have any questions, Please contact:  
Tom Veasman, MoDOT Buyer  
Missouri Dept. of Transportation, General Services Division  
Physical Address: 830 MoDOT Drive Jefferson City MO, 65109 United States  
Mailing Address: P. O. Box 270, Jefferson City, MO 65102 United States  
Tel: 573-522-4404  
Fax: 573-526-6948  
Tom.Veasman@modot.mo.gov

**Selected Categories:**

**Header Custom Fields:****NOTICE**

<b>Field Title</b>	<b>Field Description</b>
<b>Vendor Responsibility</b>	<p><b>The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.</b></p> <p><b>The State of Missouri's Privacy Policy can be accessed here.</b></p>

**MODOT Section Numbering**

<b>Field Title</b>	<b>Field Description</b>
<b>Section Numbering</b>	<p>All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.</p>

**Solicitation Requirements:**  
**MoDOT Instructions for Submitting a Response**

<b>Field Title</b>	<b>Field Description</b>
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**Instructions for Submitting a Response**

The Missouri Department of Transportation is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuys.mo.gov/sites/missouribuys/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/How_To_Respond_To_A_Solicitation.pdf)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/sites/missouribuys/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/How_To_Respond_To_A_Solicitation.pdf)

Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the Overview page, find the section titled, Original Solicitation Documents, review the solicitation document(s) then click on the box under Select, and then click on the Accept button.
2. To accept the addendum document, on the Overview page find the section titled Addendum Document, review the addendum document(s) then click on the box under Select, and then click on the Accept button.

	<p>Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:</p> <ol style="list-style-type: none"> <li>1. Log into MissouriBUYS.</li> <li>2. Select the Solicitations tab.</li> <li>3. Select View Current Solicitations.</li> <li>4. Select My List.</li> <li>5. Select the correct Opportunity Number (Opportunity No); the Overview page will display.</li> <li>6. Click on Review Response from the navigation bar.</li> <li>7. Click on Retract if your response needs to be revised.</li> <li>8. A message will come up asking, "Are you sure you want to retract the Bid". Click on Continue to confirm.</li> <li>9. Click on Respond and revise as applicable.</li> <li>10. Click on Review Response from the navigation bar and then click on Submit to submit your response.</li> </ol> <ul style="list-style-type: none"> <li>• <b>HARD COPY RESPONSES:</b> Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.</li> </ul>
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**MoDOT STANDARD SOLICITATION PROVISIONS**

<b>Field Title</b>	<b>Field Description</b>
<b>1.1. Standard Provisions</b>	The solicitation for the procurement of the supplies referenced therein, to which these Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions, is being issued under, and governed by, the provisions of Title 7 - Missouri Department of Transportation, Division 10, Missouri Highways and Transportation Commission, Chapter 11- Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidders attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
<b>1.2. Standard Provisions</b>	All bids/quotes must be submitted by a responsible officer or employee of the firm. Obligations assumed by such submission must be fulfilled.

<b>1.3 Standard Provisions</b>	Work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the requirements and specifications detailed within the solicitation documents.
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**MoDOT IFB GENERAL TERMS AND CONDITIONS**

<b>Field Title</b>	<b>Field Description</b>
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**2.1 Definitions**

**Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms. Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.**

2.1.1. **Addendum** means a written official modification to an IFB.

2.1.2. **Amendment** means a written official modification to a contract.

2.1.3. **Attachment** applies to all forms or documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

2.1.4. **Bid end date and time** and similar expressions mean the exact deadline required by the IFB for the receipt of bids.

2.1.5. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.

2.1.6. **Invitation for Bid (IFB)** means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

2.1.7. **May** means a certain feature, component, or action is permissible, but not required.

2.1.8. **Must** means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

2.1.9. **Pricing page(s)** applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. Pricing page(s) must be completed and submitted by the vendor with the bid response prior to the specified bid end date and time.

2.1.10. **Revised Statutes of Missouri (RSMo)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.

2.1.11. **Shall** has the same meaning as the word must.

2.1.12. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

<p><b>2.2 Nondiscrimination</b></p>	<p><b>The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq)..</b></p> <p>2.2.1 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:</p> <p>2.2.1.1 withholding of payments to the Contractor under the contract until the Contractor complies, and/or,</p> <p>2.2.1.2 cancellation, termination or suspension of the contract, in whole or in part.</p>
<p><b>2.3 Contract/Purchase Order</b></p>	<p><b>By submitting a response, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.</b></p> <p>2.3.1. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTCs acceptance of the bid by post-award contract or purchase order.</p> <p>2.3.2. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order</p>

**2.4 Applicable Laws and Regulations**

**The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all applicable local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.**

2.4.1. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.

2.4.2. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the state of Missouri.

**2.5 Open Competition and IFB Document**

**It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the IFB Contact, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.**

2.5.1. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.

2.5.2. Vendors are cautioned that the only official position of the MHTC is that which is issued in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

2.5.3. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendors e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.

2.5.4. MoDOT reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued, should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued, should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

**2.6 Preparation of Bids**

Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

2.6.1. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

2.6.2. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

2.6.3. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

2.6.4. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If MHTC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

2.6.5. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

2.6.6. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

2.6.7. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

2.6.8. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

**2.7 Submission of Bids**

**Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Contact address shown on the Solicitation General Header Information. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy to the Contact address shown on the Solicitation General Header Information. Delivered bids must be sealed in an envelope or container, and received in the required location no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendors organization, (2) contain all information required by the IFB, and (3) be priced as required. It shall be the responsibility of the vendor to ensure their bid is in the required location no later than the exact end date and time specified in the IFB.**

2.7.1. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

2.7.2. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may be modified by signed, written notice which has been received in the required location prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

2.7.3. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the required location may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received at the required location prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

2.7.4. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.

	<p>2.7.5. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the Review and Submit button on the Response Review tab.</p> <p>2.7.6. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.</p>
<b>2.8 Bid Opening</b>	<p><b>Bid openings are public on the end date and at the opening time specified on the IFB document. Names and prices of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. Purchasing will not provide prices or other bid information via the telephone.</b></p> <p>2.8.1. Bids which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.</p>

**2.9 Evaluation and Award**

**Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award.**

**Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.**

2.9.1. Any pricing information submitted shall be subject to evaluation if deemed to be in the best interest of the MHTC.

2.9.2. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the MHTC. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the MHTC.

2.9.3. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with all applicable Missouri statutes and Executive Orders.

2.9.4. In the event all vendors fail to meet the same mandatory requirement in an IFB, MHTC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, MHTC reserves the right to waive any minor irregularity or technicality found in any individual bid.

2.9.5. MHTC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, MHTC may negotiate for the required supplies.

2.9.6. When evaluating a bid, the MHTC reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor references, or from any other source.

2.9.7. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

2.9.8. Any award of a contract shall be made by notification to the successful vendor. MHTC reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the MHTC.

	<p>2.9.9. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.</p> <p>2.9.10. The MHTC posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period of time after bid award.</p> <p>2.9.11. The MHTC reserves the right to request clarification of any portion of the vendor response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.</p> <p>2.9.12. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (9).</p> <p>2.9.13. The final determination of contract award(s) shall be made by the MHTC.</p>
<p><b>2.10 Executive Order</b></p>	<p><b>The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.</b></p> <p>2.10.1. The Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.</p> <p>2.10.2. In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.</p> <p>2.10.3. The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.</p>

<b>2.11 Preferences</b>	<p><b>In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors.</b></p> <p>2.11.1. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.</p>
<b>2.12 Cancellation of Contract</b>	<p>The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.</p>
<b>2.13 Bankruptcy or Insolvency</b>	<p>Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.</p>
<b>2.14 Warranty</b>	<p>The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.</p>
<b>2.15 Status of Independent Contractor</b>	<p>The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.</p>
<b>2.16 Non-Waiver</b>	<p>If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.</p>

<b>2.17 Indemnification</b>	The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
<b>2.18 Right of Acceptance and/or Rejection</b>	MoDOT reserves the right to reject any responses, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the response, unit prices will govern.
<b>2.19 Inspection and Acceptance</b>	<p><b>No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.</b></p> <p>2.19.1. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.</p> <p>2.19.2. The MHTC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.</p> <p>2.19.3. The MHTCs right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.</p>

<b>2.20 Invoicing and Payment</b>	<p>The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.</p> <p>2.20.1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MHTC.</p> <p>2.20.2. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.</p> <p>2.20.3 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.</p> <p>2.20.4. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.</p>
<b>2.21 Conflict of Interest</b>	<p>Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.</p> <p>2.21.1. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.</p>
<b>2.22 Tax Exempt Status</b>	<p>MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.</p>

## MoDOT IFB SPECIAL TERMS AND CONDITIONS

<b>Field Title</b>	<b>Field Description</b>
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<b>3.15 Equipment Training</b>	Specialty equipment rented, leased, or purchased shall have training supplied by bidder. Training shall take place where equipment is delivered or at an off- site location at the bidder's expense. A qualified operator, service technician, or mechanic shall conduct the training. Training will be supplied to designated operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The bidder shall supply training within 30 days of delivery and acceptance of equipment. The bidder shall supply all training materials.
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## 4.0 SCOPE OF WORK

<b>Field Title</b>	<b>Field Description</b>
<b>4.1 General Requirements</b>	<p>The bidder shall provide <b>Backhoes &amp; Loaders</b> on an as needed, if needed basis to MoDOT, in accordance with the provisions and requirements stated herein.</p> <p>The bidder shall provide all deliverables to the sole satisfaction of MoDOT.</p> <p>MoDOT does not guarantee that any unit(s) will be ordered.</p> <p>Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.</p> <p>MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.</p>
<b>4.2 Required Specifications</b>	All bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

**4.3 Delivery Requirements**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Thursday. Maintenance Facilities may be closed on Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. The prices bid herein include the delivery cost of the unit. The bidder agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

The contractor shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801
- k. Other district locations as may be required

<b>4.4 Equipment Trade-In Allowance</b>	<p>a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District/Division and the vendor. (See attached MoDOT Trade Form)</p> <p>b. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.</p> <p>c. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.</p> <p>d. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment, unless agreed upon by the District.</p>
<b>4.5 Equipment Refurbishments</b>	<p>If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.</p>

## 5.0 OTHER AWARD REQUIREMENTS

Field Title	Field Description
<b>5.1 Original Contract Period</b>	<p>The award period shall commence from the date of award until July 31, 2019.</p>
<b>5.2 Renewal Periods</b>	<p>MoDOT has the right, at its sole option and in its sole discretion, to extend the contract period for up to two (2) additional one-year periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.</p>

**5.3 Escalation Clause**

In the event the contractor requests a price increase during the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

1.No price increase shall be granted during the first 3 months of the original contract period, or if applicable, the first 3 months of a contract renewal period.

2.In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value.

<b>5.4 Inspection and Acceptance</b>	<p>MoDOT reserves the right to inspect the unit at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.</p> <p>a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.</p> <p>b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.</p> <p>c. MoDOT reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.</p> <p>d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.</p>
<b>5.5 Technical Assistance</b>	<p>All bidders shall provide a telephone number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8AM - 4PM).</p>
<b>5.6 Diesel Fuel Requirements</b>	<p>In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<a href="http://www.moga.mo.gov/statutes/C400-499/4140000365.htm">http://www.moga.mo.gov/statutes/C400-499/4140000365.htm</a>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.</p>

**6.0 AWARD**

<b>Field Title</b>	<b>Field Description</b>
<b>6.1 Award Criteria</b>	<p>This is a <b>Multiple Award bid</b> and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility and discretion for all purchasing decisions. After award, Districts shall use the following evaluation criteria to determine the awarded contract that would provide the "lowest and best" equipment purchase option:</p> <ul style="list-style-type: none"> <li>a. Base and Options Costs 50 Points</li> <li>b. Warranty Coverage/Unit Features that Improve Performance, Strength, Reliability &amp; Longevity 20 Points</li> <li>c. Location of Parts and Servicing Dealers and their Past Performance 20 Points</li> <li>d. Delivery Timeline 5 Points</li> <li>e. Other response information 5 Points</li> </ul>
<b>6.2 Cost Evaluation</b>	<p>The evaluation of base and options costs will be conducted using a scale of fifty (50) possible points based upon the following formula:</p> <p>Lowest Responsive Price            ----- X 50 = Points Awarded to Bidder            Being Evaluated            Price of Bidder Being Evaluated</p>
<b>6.3 Bidder Compliance</b>	The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.
<b>6.4 Bidder Notification</b>	Notification of award shall be at the time the tabulation is posted to Missouri BUYS. It is the sole responsibility for all bidders to check Missouri BUYS for bid results.

**7.0 ADDENDUMS**

<b>Field Title</b>	<b>Field Description</b>
<b>7.1 Addendum 001</b>	<ol style="list-style-type: none"> <li>1. Extended bid closing to August 6, 2018 at 2:00 PM.</li> <li>2. Changed Line Items BL1 and WL1 and WL2 to allow the submission of multiple models per line item.</li> </ol>

## Questionnaire:

### Vendor Questions

**Description:** Description of the MoDOT Districts the vendor is willing to sell in, timeframe for delivery and any discounts off Manufacturer's Suggested Retail Price.

Question	Type	Is Required
Which MoDOT Districts are you willing to provide backhoes/loaders to (See attached MoDOT District by County map)? Northwest District (NW)? Northeast District (NE)? Kansas City District (KC)? Central District (CD)? St. Louis District (SL)? Southwest District (SW)? Southeast District (SE)? All Districts?	TEXT	Y
Delivery of a new backhoe/loader will be made _____ days after receipt of an order?	TEXT	Y

**M/WBE Participation**

**Description:** Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE.

Question	Type	Is Required
1. List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.	TEXT	Y

**SDV/E Preference**

**Description:** Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. A Service-Disabled Veteran Business (SDVE) is defined as a business whereby not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans.

Question	Type	Is Required
1. List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.	TEXT	Y

**Domestic Products**

**Description:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the ?United States?, or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Question	Type	Is Required
1. For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.	TEXT	Y

**Cooperative Procurement**

**Description:** The Department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications. It is understood MHTC will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor. If the response is "No" to the first question, simply respond "N/A" in any additional required response fields below.

Question	Type	Is Required
1. Is your firm willing to offer cooperative purchasing to Missouri counties, cities or other political entities?	YES/NO	Y
2. If the price varies throughout the state because of different delivery destinations, please indicate the price FOB Shipping Point.	TEXT	Y

**Documents:**

MoDOT Districts by County.pdf

MoDOT Trade Form.docx

# Item Specifications

## Manufacturers 4WD Backhoe

No.	Item	Contract#	Quantity	Unit Size
1	Manufacturers Backhoe, 4WD w/ minimum 90HP		1.00	each
<p><i>Item Specification for Manufacturers Backhoe, 4WD w/ minimum 90HP</i>            Description: Outright purchase of one (1) new Backhoe with minimum 90 net horsepower, four-wheel drive with cab/heater/air conditioning and manufacturers OEM standard tires. Unit to include pin-on loader bucket w/ bolt-on cutting edge and shoes (minimum 1.25 cu. yd.), block heater, 2-lever operator controls, hard copy operators manual and service/parts manual (CD or hard copy). All backhoes to be priced without a backhoe bucket. Any discounts on the base unit to be included in bid price. NET DELIVERED PRICE. Vendors may bid multiple models. Models that are not specifically bid may be priced using Item BH2.</p> <p>Any additional factory installed options/accessories requested by the buyer will be added using Item BH2 - % of Discount Off MSRP. Attachments will be added using pricing for Item BH3 - % of Discount Off MSRP.            Specification Number: BH1            Supplier can provide proposals for multiple alternatives            Supplier can specify substitute alternatives.</p>		<p><b>Additional Item Fields</b>            1. <b>Make/Model:</b> What make/model are you bidding?            2. <b>Horsepower:</b> What is the rated HP of the unit you are bidding?            3. <b>Unit Weight:</b> What is the weight of the unit?            4. <b>Telematics:</b> Is telematics offered on this unit?</p>		
2	Factory Installed Options and Backhoe Models Other than BH1		1.00	percent
<p><i>Item Specification for Factory Installed Options and Backhoe Models Other than BH1</i>            Description: Vendor to provide the "% of Discount off MSRP" to add additional factory installed options to the unit(s) that they bid as Item BH1. If different rates apply to different models, vendors may use the comments field to submit rates for multiple units.</p> <p>In addition, this "% of Discount off MSRP" will also be used to purchase other models of backhoe units not offered on Item BH1 (as well as the factory installed options that buyers may wish to add).            Specification Number: BH2</p>				
3	Factory Attachments/Implements for Backhoes		1.00	percent
<p><i>Item Specification for Factory Attachments/Implements for Backhoes</i>            Description: Vendor to provide the "% of Discount off MSRP" for the purchase of any factory attachments/implements for backhoes.            Specification Number: BH3</p>				
4	Non-Factory Parts/Attachments/Implements/Accessori es for Backhoes		1.00	percent
<p><i>Item Specification for Non-Factory Parts/Attachments/Implements/Accessories for Backhoes</i>            Description: Vendor to provide the "% of Discount off MSRP" for the purchase of non-factory parts/attachments/implements/accessories for backhoes.            Specification Number: BH4</p>				

**Manufacturers 4WD Wheel Loader**

No.	Item	Contract#	Quantity	Unit Size
5	Manufacturers 4WD Wheel Loader w/ minimum 135HP		1.00	each
<p><i>Item Specification for Manufacturers 4WD Wheel Loader w/ minimum 135HP</i>            Description: Outright purchase of one (1) new Wheel Loader with minimum 135 net horsepower, four-wheel drive, with cab/heater/air conditioning and manufacturers OEM standard tires. Unit to include a block heater, ride control, joystick operator controls, hydraulic quick attach, hard copy operators manual and service/parts manual (CD or hard copy). All loaders to be priced with a 2.5 yd. bucket and bolt on cutting edge. Any discounts on the base unit to be included in bid price. NET DELIVERED PRICE. Vendors are may bid multiple units for Item WL1. Models that are not specifically bid will be priced using Item WL3 - % of Discount Off MSRP.            Any additional factory installed options/accessories requested by the buyer will be added using Item WL3 - % of Discount Off MSRP.            Attachments will be added using pricing from Item WL4 - % of Discount Off MSRP.            Specification Number: WL1            Supplier can provide proposals for multiple alternatives            Supplier can specify substitute alternatives.</p>		<p><b>Additional Item Fields</b>            1. <b>Make/model:</b> What make/model of wheel loader are you bidding?            2. <b>Net Horse Power:</b> What is the Net Horse Power of this unit?            3. <b>Operating Weight:</b> What is the Operating Weight of this unit?            4. <b>Telematics system:</b> Does this unit include an equipment telematics system? If so, describe system capabilities.</p>		
6	Manufacturers 4WD Wheel Loader w/ 110 - 134HP		1.00	each
<p><i>Item Specification for Manufacturers 4WD Wheel Loader w/ 110 - 134HP</i>            Description: Manufacturer's new Wheel Loader with minimum 110 net horsepower and maximum 134 net HP, four-wheel drive, with cab/heater/air conditioning and manufacturers OEM standard tires. Unit to include block heater, ride control, joystick operator controls, hydraulic quick attach, hard copy operators manual and service/parts manual (CD or hard copy). All loaders to be priced with a 2.0 yd. bucket and bolt on cutting edge. Any discounts on the base unit to be included in bid price. NET DELIVERED PRICE.            Vendors may bid multiple units for Item WL2. Models that are not specifically bid will be priced using Item WL3 - % of Discount Off MSRP.            Any additional factory installed options/accessories requested by the buyer will be added using Item WL3 - % of Discount Off MSRP.            Attachments will be added using pricing from Item WL4 - % of Discount Off MSRP.            Specification Number: WL2            Supplier can provide proposals for multiple alternatives            Supplier can specify substitute alternatives.</p>		<p><b>Additional Item Fields</b>            1. <b>Make/Model:</b> What make/model of wheel loader are you bidding?            2. <b>Operating Weight:</b> What is the Operating Weight of this unit?            3. <b>Net Horse Power:</b> What is the Net Horse Power of this unit?            4. <b>Telematics system:</b> Does this unit include an equipment telematics system? If so, describe system capabilities.</p>		
7	Factory Installed Options and Wheel Loader Models Other than WL1 or WL2		1.00	percent
<p><i>Item Specification for Factory Installed Options and Wheel Loader Models Other than WL1 or WL2</i>            Description: Vendor to provide the "% of Discount off MSRP" to add additional factory installed options to the unit(s) that they bid as Item WL1 or WL2.             In addition, this "% of Discount off MSRP" will also be used to purchase other models of wheel loader units not offered on Item WL1 or WL2 (as well as the factory installed options that buyers may wish to add).            Specification Number: WL3</p>				
8	Factory Attachments/Implements for Wheel Loaders		1.00	percent
<p><i>Item Specification for Factory Attachments/Implements for Wheel Loaders</i>            Description: Vendor to provide the "% of Discount off MSRP" for the purchase of any Factory Attachments/Implements for Wheel Loaders            Specification Number: WL4</p>				

9	Non-Factory Parts/Attachments/Implements/Accessories for Wheel Loaders		1.00	percent
<i>Item Specification for Non-Factory Parts/Attachments/Implements/Accessories for Wheel Loaders</i> <i>Description: Vendor to provide the "% of Discount off MSRP" for the purchase of Non-Factory</i> <i>Parts/Attachments/Implements/Accessories for Wheel Loaders</i> <i>Specification Number: WL5</i>				

**This bid does not have any evaluation committee**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

14th

day of

March

20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the MODOT Cooperative Contract 60519CO0479 Snow Plows and Parts to purchase two (2) Henderson RSP 10'x42" Snow Plows from Henderson Products, Inc. as well as the disposal of one (1) 2002 Henke 36R10 Snow Plow, fixed asset tag 13553.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and disposal form.

Done this 14th day of March 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: March 5, 2019  
RE: Cooperative Contract: MODOT Contract #60519CO0479 – Snow Plows and Parts

Road & Bridge requests permission to utilize the MODOT cooperative contract *60519CO0479 Snow Plows and Parts* to purchase two (2) Henderson RSP 10'x42" Snow Plows from Henderson Products, Inc.

Cost of the purchase is \$16,308.00 and will be paid from department 2040 – PW Maintenance Operations, accounts 91300 – New Equipment and 92300 – Replacement Equipment.

This is a replacement purchase and the 2019 budgeted amount was \$8,060.00 from account 92300 and \$8,060.00 from account 91300. Budgeted sale value is \$250.00, yielding a net cost of \$15,870.00.

The contract price is \$16,308.00 less the sale price of \$250.00 yielding a net cost of \$16,058.00

The Purchasing department requests permission to dispose of the following surplus by sale:

2002 Henke 36R10 Snow Plow  
**Fixed asset tag 13553**

cc: Greg Edington, RB  
Contract File

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**

Date: 02/05/2019

Fixed Asset Tag Number: 13553

**FEB 28 2019**

Description of Asset: 2002 Henke 36R10 Snow Plow

**BOONE COUNTY  
AUDITOR**

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.): SN: 4921

Condition of Asset: Poor

Reason for Disposition: Unit is planned for replacement in 2019

Location of Asset and Desired Date for Removal to Storage: NA

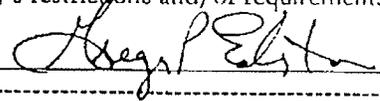
Was asset purchased with grant funding?  YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 9-10-02

G/L Account for Proceeds 2040-3836 RR

Original Acquisition Amount \$4,615.00

Original Funding Source 2741

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

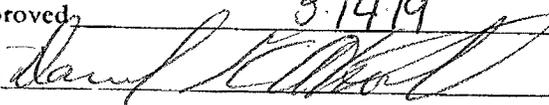
Individual \_\_\_\_\_

Trade       Auction       Sealed Bids

Other      Explain \_\_\_\_\_

Commission Order Number 115-2019

Date Approved 3.14.19

Signature 

**PURCHASE AGREEMENT  
FOR  
HENDERSON SNOW PLOWS**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Henderson Products, Inc.**, herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Snowplows in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **60519CO0479** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 60519CO0479 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) Henderson RSP 10'x42" Snowplows as follows:

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>
<b>Henderson RSP PARA - 12x42"</b>	\$11,378.00	2	\$22,756.00
<ul style="list-style-type: none"> <li>• <i>Standard Circle Frame with Top Mount Cylinders</i></li> <li>• <i>42" Height, integral shield, 10 GA GR50 steel</i></li> <li>• <i>3" x 1 1/2" x 10" reversing nitrided cylinders</i></li> <li>• <i>Five position adjustable trip spring preload</i></li> <li>• <i>30.5" center to center quick hitch width</i></li> </ul>			
<b>10'x42" Full Moldboard Trip with Quick Hitch ILO MODOT Hitch Less Cutting Edge</b>	- \$3,224.00	2	- \$6,448.00
<b>TOTAL</b>			<b>\$16,308.00</b>

For a grand contract total of **Sixteen Thousand, Three Hundred Eight Dollars and Zero Cents (\$16,308.00)**.

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90-150 days after receipt of order. Delivery shall be FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery address shall be: Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**HENDERSON PRODUCTS, INC.**

DocuSigned by:  
 By Tim Brummer  
 B7B976AE04034B2...  
 Title Regional Sales Representative

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwill  
 B44B0340ED6E4EB  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
Charles J. Johnson  
 B7B976AE04034B2...  
 County Counselor

ATTEST:

DocuSigned by:  
Brianna L. Lennon by MT  
 7D82DA086B70405  
 County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>Gene E. Probst</u> B184244D...	3/6/2019	2040 - 91300 - \$8,154 / 92300 - \$8,154.00
Signature	Date	Appropriation Account

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



# HENDERSON

PRODUCTS, INC.

CUSTOMER QUOTE

Page 1

1085 SOUTH THIRD STREET  
MANCHESTER, IA 52057-0040  
PHONE: 563-927-2828  
FAX: 563-927-6328

To: Boone County Public Works  
Attn: Greg Eddington  
Quote Date: 2/4/2019  
Valid Until: 3/6/2019

Quoted By: Timothy Bruemmer  
Quote #: 121816  
Phone:  
Fax:  
Email: tbruemmer@hendersonproducts.com

Quoted:  
Boone County 2 RSP Delivered

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

## Installation Workup

Facility: **CASH AND CARRY**  
C&C Facility: **IDC-MO**

Front Plow Type: **Standard Henderson Plow**  
Plow Options 1: **Freight to Boone County Public Works**

## Reversible snow plow

Plow Length: **10' length**  
Moldboard Trip: **Full trip with 2 external compression springs**  
Pushframe Type: **Standard Circle Frame with Top Mount Cylinders**  
Moldboard Height: **42" height**  
Moldboard Shield: **Integral shield**  
Moldboard Sheet Material: **10 GA GR50 steel (standard)**  
Adjustable Trip Spring: **Five position adjustable trip spring preload**  
Hydraulic Cylinders: **3" x 1 1/2" x 10" reversing nitrided cylinders**  
Paint: **Henderson Orange**  
12" Rubber Deflector: **Yes, w/ SS Backer**  
Install Rubber Deflector: **Yes**  
36" Plastic Side Markers, Pair: **Yes**  
Parking Jack, Screw Adjustable: **Yes**  
Install Parking Jack: **Yes**  
Cutting Edge: **Std 5/8" x 8" One Piece AASHTO punch**  
Hitch, Plow Portion: **Quick hitch**  
Plow Portion Installed on Plow: **Yes**  
Quick Hitch Width: **30.5" center-to-center width**  
Option 1 Description: **Ship Without Cutting Edge**

Single Package: \$8,154.00  
Package(s) : 2  
Total: \$16,308.00

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

Quote notes AMERICAN PUBLIC WORKS ASSOCIATION





# HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET  
MANCHESTER, IA 52057-0040

PHONE: 563-927-2828

FAX: 563-927-6328

## CUSTOMER QUOTE

Page 2

MODOT CONTRACT # 3-1509630RW Henderson RSP PARA-12X42"

Delivered Price \$11,378 each

Boone County Henderson RSP 10FT X42" Full Moldboard Trip With Quick  
Hitch ILO MODOT Hitch less Cutting Edge Deduct \$3,224 each

Price Includes Delivery to

Boone County Public Works

5551 Highway 63 South

Columbia MO 65201



**Vendor Info for RFB 3-150930RW - Snowplows**

<b>Company</b>	<b>MSRP</b>	<b>COOP</b>
<b>Henderson Products, Inc.</b> 1085 South 3rd Street PO Box 40 Manchester, IA 52057  Contact: Janet Tobin 563-927-2828 - Phone 563-927-2521 - Fax <a href="mailto:jtobin@hendersonproducts.com">jtobin@hendersonproducts.com</a>		YES

---

<b>Viking-Cives Midwest, Inc.</b> PO Box 295 Morley, MO 63767  Contact: Si Lauren Murphy 573-262-3545 573-262-3369 <a href="mailto:lmurphy@vikingcivesmidwest.com">lmurphy@vikingcivesmidwest.com</a>	20%	YES
--	-----	-----

**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*  
*Bid Tab Posting Date: October 8, 2015*

**3rd Renewal Pricing - October 1, 2018 thru July 31, 2019**

3	Amount	Make/Model	Delivery Days ARO
<b>Item #1</b>	<b>Manufacturer's standard model Parallel Lift/Down Pressure Front Snowplow w/Trip Edge</b>		
<b>Henderson Products</b>	\$12,504.00 Installed	Henderson RSP-PARA-12X42	12' 120-180
	\$11,378.00 Delivered		90-150
	\$11,655.00 Installed	Henderson RSP-PARA-14X42	14' 120-180
	\$10,605.00 Delivered		90-150

<b>Viking-Cives Midwest</b>	[REDACTED]		
	\$14,460.00 Installed	Viking PR28R12 TE PL	12' 120
	\$14,330.00 Delivered		120
	\$15,120.00 Installed	Viking PR28R14 TE PL	14' 120
	\$14,950.00 Delivered		120

**Item #1A Hitch for Item #1**

<b>Henderson Products</b>	\$3,300.00 Installed		120-180
	\$1,392.00 Delivered		90-150

<b>Viking-Cives Midwest</b>	\$2,385.00 Installed		75
	\$1,850.00 Delivered		75

**Snowplows**

Bid Opening Date: September 30, 2015

**RFB 3-150930RW**

Bid Tab Posting Date: October 8, 2015

**3rd Renewal Pricing - October 1, 2018 thru July 31, 2019****Multiple Award Bid**

<b>Company</b>	<b>Amount</b>	<b>Make/Model</b>	<b>Delivery Days ARO</b>
<b>Item 2 Conventional Front Snowplow w/Two Stage</b>			
<b>Viking-Cives Midwest</b>	\$14,395.00 Installed	Viking PR28R12 TE ST	12' 75
	\$14,280.00 Delivered		75
	\$15,430.00 Installed	Viking PR28R14 TE ST	14' 75
	\$15,315.00 Delivered		75
	\$14,620.00 Installed	Viking PR39R12 TE ST	12' 75
	\$14,500.00 Delivered		75
	\$15,780.00 Installed	Viking PR39R14 TE ST	14' 75
	\$15,650.00 Delivered		75

<b>Item 3 Conventional Front Snowplow w/Scarifier and Squeegee</b>			
<b>Henderson Products</b>	\$17,210.00 Installed	Henderson RSP-SQUEEGEE-12X48	12' 120-180
	\$14,699.00 Delivered		90-150

<b>Item 4 Rear Mount Wing Plow</b>			
<b>Viking-Cives Midwest</b>	\$15,115.00 Installed***	Viking VCMAHWRM 10, 11, 12	LH 75
	\$14,960.00 Installed***		RH 75
	\$14,000.00 Delivered	Viking VCMAHWRM 10, 11, 12	LH 75
	\$13,890.00 Delivered		RH 75
***Deduct \$2,100 if valves and controls are already available			
<b>Henderson Products</b>	\$22,845.00 Installed	Henderson-HWS-Rear-MM-11foot	LH 120-180
	\$22,845.00 Installed		RH 120-180
	\$8,299.00 Delivered	Henderson-HWS-Rear-MM-11foot	LH 90-150
	\$8,299.00 Delivered		RH 90-150

**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*

*Bid Tab Posting Date: October 8, 2015*

**3rd Renewal Pricing - October 1, 2018 thru July 31, 2019**

<b>Company</b>	<b>Amount</b>	<b>Make/Model</b>	<b>Delivery Days ARO</b>
<b>Item 5 Underbody Scraper w/Spring-Tooth Cutting Edge</b>			
<b>Viking-Cives Midwest</b>	\$14,560.00 Installed	Viking PRUBST-10	75
	\$12,780.00 Delivered		75
<b>Henderson Products - Bid item does not meet spec</b>			

<b>Item 6 Fixed Angle Spring Tooth Underbody</b>			
<b>Viking-Cives Midwest</b>	\$9,560.00 Installed	VCL UB11 FL	75
	\$9,000.00 Delivered		75
<b>Henderson Products - Bid item does not meet spec</b>			

<b>Item 7 Folding V Plow with Push Frame and Swivel</b>			
<b>Viking-Cives Midwest</b>			

<b>Item 8 Folding V Plow with Parallel Lift</b>			
<b>Viking-Cives Midwest</b>			

**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*

*Bid Tab Posting Date: October 8, 2015*

**3rd Renewal Pricing - October 1, 2018 thru July 31, 2019**

<b>Company</b>	<b>Amount</b>	<b>Make/Model</b>	<b>Delivery Days ARO</b>
<b>Item 9</b>	<b>Manufacturer's Standard Model Postless Mid-Mount Wing</b>		
<b>Viking-Cives Midwest</b>	\$16,335.00 Installed	Henke PPW-10, 11, 12 MM RL HT	LH 120
	\$14,680.00 Installed		RH 120
	\$16,335.00 Delivered	Henke PPW-10, 11, 12 MM RL HT	LH 120
	\$14,680.00 Delivered		RH 120
<b>Henderson Products</b>	\$22,535.00 Installed	Henderson-HWS-SmartLink-MM-10ft	LH 120-180
	\$22,535.00 Installed		RH 120-180
	\$8,018.00 Delivered	Henderson-HWS-SmartLink-MM-10ft	LH 90-150
	\$8,018.00 Delivered		RH 90-150

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES - PROCUREMENT  
PO Box 270  
Jefferson City, MO 65102**

REQUEST NO.	3-150930RW
DATE	September 17, 2015

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 pm., Central Time, September 30, 2015**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

830 MoDOT Drive, Jefferson City, MO 65109

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Robin Warren  
**BUYER EMAIL:**  
[Robin.Warren@modot.mo.gov](mailto:Robin.Warren@modot.mo.gov)

**BUYER TELEPHONE:** 573-526-7929

**EQUIPMENT**

**SNOWPLOWS**

To establish a contract to furnish "Snowplows" in accordance with the following pages.

*It is the responsibility of the Bidder to check the website for any and all addendums.*

**(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)**

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE certified?**       Yes       No

**Title:** \_\_\_\_\_  
**Is your firm WBE certified?**       Yes       No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

This Request for Bid (RFB) seeks bids from qualified bidders to provide snowplows that comply with the requirements identified in Section 2 SCOPE OF WORK of this RFB for the Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope per Section 3 BID SUBMISSION. **Bids must be returned no later than 2:00 p.m., Central Time, September 30, 2015.**

#### **RFB COORDINATOR:**

**Robin Warren**  
**Sr. General Services Specialist**  
**Missouri Department of Transportation**

**Phone:** 573-526-7929  
**E-mail:** [Robin.Warren@modot.mo.gov](mailto:Robin.Warren@modot.mo.gov)

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The Bidder shall provide snowplows in accordance with the provisions and requirements stated herein and at the sole satisfaction of MoDOT.
- 2.1.2 Unless otherwise specified herein, the Bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the snowplows required herein.
- 2.1.3 Orders will be placed on an as needed, if needed basis, with no guarantee of quantity ordered.

### 2.2 Specification Requirements:

It shall be the Bidder's responsibility to meet all requirements as indicated in the specifications included on the pricing pages, along with any other provisions outlined in this solicitation document.

### 2.3 Delivery Requirements:

- 2.3.1 Unless otherwise specified on the purchase order, 24 hours advance notice of each delivery is required. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday.
- 2.3.2 Delivery shall be made to the following MoDOT locations:
  - a. St. Joseph, Missouri 64502
  - b. Macon, Missouri 63552
  - c. Hannibal, Missouri 63401
  - d. Lee's Summit, Missouri 64064-8002
  - e. Jefferson City, Missouri 65102
  - f. Chesterfield, Missouri 63017-5712
  - g. Joplin, Missouri 64802
  - h. Springfield, Missouri 65801
  - i. Willow Springs, Missouri 65793
  - j. Sikeston, Missouri 63801
  - k. Other locations as may be required

### 2.4 Invoicing and Payment Requirements:

- 2.4.1 An itemized invoice shall be submitted to the applicable requesting address upon completion of delivery.
- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever.
- 2.4.5 MoDOT shall not make any advance deposits.

2.4.6 MoDOT assumes no obligation for equipment shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the Bidder's expense.

2.4.7 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

**2.5 Other Contractual Requirements:**

2.5.1 Contract Period - The contract period shall commence from the date of award notification until September 30, 2016, with up to three (3) one-year renewal option periods, or any portion therein.

2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.5.3 Escalation Clause - In the event the Bidder requests a price increase during either the original award period or any renewal period, a written request and documentation justifying the need for a price increase, and the amount of such price increase must be provided. MoDOT will review the written request and documentation, and decide if a price increase is to be granted at that particular time. The vendor shall understand and agree that MoDOT's decision shall be final and without recourse.

a. No price increase shall be granted during the first 3 months of the original award period, or if applicable, the first 3 months of a renewal period.

2.5.4 Inspection and Acceptance - MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate point, or at a destination which shall be at the discretion of MoDOT.

a. No snowplow received by MoDOT shall be deemed accepted until MoDOT has had reasonable opportunity to do an inspection.

b. Snowplows which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, snowplows which are discovered to be defective or which do not conform to any warranty of the vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. MoDOT reserves the right to return any such rejected snowplow at the Bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. MoDOT's right to reject any unacceptable snowplow shall not exclude any other legal or equitable remedies MoDOT may have.

2.5.5 Warranty - A copy of standard warranty coverage information should be included with bid response.

2.5.6 Service and Operator Manuals - A hard copy operator manual and one (1) set of service and parts manuals (CD or hard copy) shall be supplied at the time of delivery.

2.5.9 Training:

a. Training shall be included in the unit price and shall take place at each district where equipment is delivered or at an offsite location at the Bidder's expense.

b. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance.



4. PRICING AND SPECIFICATION PAGES

4.1 Pricing:

The Bidder shall provide firm, fixed pricing for the original contract period for providing the equipment in accordance with the provisions and requirements of this RFB. All costs associated with providing the required equipment shall be included in the pricing, **NET DELIVERED PRICE** to any location in the State of Missouri.

**Item # 1 Manufacturer's standard model Parallel Lift/Down Pressure Front Snowplow w/Trip Edge, meeting the specification below:**

Conventional snowplow with fixed moldboard and spring loaded trip cutting edge, and 3/8" thick poly moldboard sheet capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Plow shall have a parallel linkage style lift mechanism. All hydraulic components that will remain on the plow shall be included, including lift cylinder, reversing cylinders, hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8 male-female. Provide pricing for 12' and 14' models with a minimum of 28" height and maximum 42" height.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made \_\_\_\_\_ days after receipt of order.*

*Company Name* \_\_\_\_\_

*Signature* \_\_\_\_\_

**Item #1a Front hitch** (DIN style with lever actuated pins) for **Item 1** to mount on front of dump truck, including two (2) bolt on 12" structural channel 30 lb/ft bumper ends to cover entire width of truck. The Din plate hitch and bumpers must be capable of withstanding use on a 58,000 GVW high horsepower truck. Flat plate design in center of hitch may count as part of the bumper. Must be complete package for installation and operation of the plow including: minimum of 1/2" thick custom cheek plates, rocker angles, eight (8) 3/4" Grade 8 flange bolts, eight (8) 5/8" Grade 8 flange bolts in the appropriate length with steel top lock nuts and all necessary items for installation.

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made* \_\_\_\_\_ *days after receipt of order.*

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 2 Conventional Front Snow Plow w/Two-Stage**, meeting the specification below:

Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. Provide pricing for 12' and 14' length and 28" high speed design moldboard and 39" standard moldboard.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

**Delivery will be made** \_\_\_\_\_ **days after receipt of order.**

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 3 Conventional Front Snow Plow w/Scarifier and Squeegee**, meeting the specification below:

Conventional snowplow with scarifier and squeegee, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Scarifier and squeegee shall be capable of being deployed/retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of scarifier and squeegee shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. Provide pricing for 12' and 14' models.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made* \_\_\_\_\_ *days after receipt of order.*

*Company Name* \_\_\_\_\_

*Signature* \_\_\_\_\_

**Item # 4 Rear Mounted Wing Plow**, meeting the specification below:

Rear mounted three function wing plow, with 10-12 foot moldboard, capable of withstanding use on a 58,000GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function, and in and out function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow should be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. Hydraulic valves, plumbing and controls to make the wing attachment fully operational must be included.

MAKE/MODEL \_\_\_\_\_

**LH Wing** - EACH \$ \_\_\_\_\_ (Installed on Truck)

**RH Wing** - EACH \$ \_\_\_\_\_ (Installed on Truck)

*Delivery will be made \_\_\_\_\_ days after receipt of order.*

**Item # 5 Underbody Scraper w/Spring-Tooth Cutting Edge**, meeting the specification below:

Reversible style underbody scraper with a spring-tooth design cutting edge/moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right, as well as raise and lower. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers mounted in the frame of the truck above the scraper. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. Hydraulic valves, plumbing and controls to make the wing attachment fully operational must be included.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made \_\_\_\_\_ days after receipt of order.*

**Item # 6 Fixed Angel Spring Tooth Underbody** meeting the specification below:

To include single cylinder hydraulic actuation with all parts required for installation and operation.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

*Delivery will be made \_\_\_\_\_ days after receipt of order.*

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 7 Folding V Plow with Push Frame and Swivel** to attach to MoDOT drop bar hitch in 12' and 14' lengths, meeting the specification below:

Power reverse folding V plow with 41" moldboard height, two cylinder power reverse, level lift and hydraulic moldboard pitch adjustment, compression style safety trip edge. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered Price)

**Delivery will be made** \_\_\_\_\_ **days after receipt of order.**

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 8 Folding V Plow with Parallel Lift** to attach to flat plate DIN hitch in 12' and 14' lengths, meeting the specification below:

Power reverse folding V plow with 41" moldboard height, two cylinder power reverse, parallel lift and hydraulic moldboard pitch adjustment, compression style safety trip edge. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included.

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered Price)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered Price)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered Price)

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on Truck)

EACH \$ \_\_\_\_\_ (Delivered Price)

**Delivery will be made** \_\_\_\_\_ **days after receipt of order.**

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Item # 9 Manufacturer's Standard Model Postless Mid-Mount Wing**, meeting the specification below:

Mid-mounted double function postless wing plow with 10', 11' or 12' moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow should be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. Hydraulic valves, plumbing and controls to make the wing attachment fully operational must be included.

MAKE/MODEL \_\_\_\_\_

LH Wing - EACH \$ \_\_\_\_\_ (Installed on Truck)

RH Wing - EACH \$ \_\_\_\_\_ (Installed on Truck)

*Delivery will be made \_\_\_\_\_ days after receipt of order.*

*Company Name* \_\_\_\_\_

*Signature* \_\_\_\_\_

**NOTE:** *Three function wing and folding V plow will require an additional output module if not already on the truck*

Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides.

**% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount** \_\_\_\_\_

**Standard Warranty:** Provide a description below of the standard warranty for the unit. Indicate the coverage period and what is covered under the warranty. *A copy of standard warranty coverage should be included with bid response.*

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**Extended Warranty:** Provide a description below of the extended warranty offered for the unit. Indicate the coverage period and what is covered under the warranty.

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**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**  
**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business.</b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><u>M/WBE Name</u></td> <td style="text-align: center;"><u>Percentage of Contract</u></td> <td style="text-align: center;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

**Preference Certification**  
**All bidders must furnish ALL applicable information requested below**

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced.</b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

### COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer *snowplows* listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the *snowplows* meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

***Bidder should complete the appropriate sections of form and submit with bid.***

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Missouri Highways and Transportation Commission  
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**SPECIAL TERMS AND CONDITIONS**

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Official Holidays**

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the equipment within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100.00 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.





105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, Missouri 65102

**Missouri Department of Transportation**  
David B. Nichols, Director

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

**ADDENDUM 001**  
**REQUEST FOR BID**  
**Snowplows**  
**RFB 3-150930RW**

Bidders should acknowledge receipt of Addendum 001 (ONE) by signing and including it with the original bid. The due date for receipt of bids **is not changed by this Addendum and remains at September 30, 2015 by 2:00 pm Central Time**. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority  Robin Warren Sr. General Services Specialist
Bidder/Offeror Signature  <hr/> (Signature of person authorized to sign)	Department of Transportation  <i>Robin Warren</i> <hr/> (Authorizing Signature)
Date Signed:	Date Signed: September 25, 2015

Updates were made to the pricing page specifications. Attached is a complete updated bid document.



*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

www.modot.org

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 19

County of Boone

} ca.

In the County Commission of said county, on the

14th

day of

March

20 19

the following, among other proceedings, were had, viz:

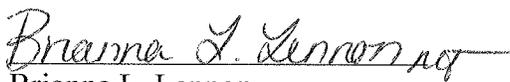
Now on this day, the County Commission of the County of Boone does hereby take up the matter of permitting KC Showdown Promotions to use Boone Industrial Blvd. in Boone County, Missouri, from the Highway 763 R/W to 360' East of the Highway 763 R/W on September 14, 2019 for display parking of show vehicles associated with the I-70 Showdown Car, Truck, and Bike Show event.

Pursuant to the provision of RSMo §304.130 to 304.140 and 49.266, as revised, the Commission has the authority to approve the closure for special use of any county-maintained road upon such terms and conditions as it deems appropriate. The Commission has so determined that such use as is described in the attached Special Use Road Permit Agreement between Boone County and KC Showdown Promotions is appropriate.

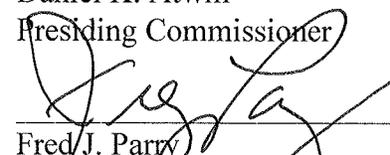
Therefore, upon the recommendation of Boone County Resource Management and the agreement made a part of this record, the County Commission hereby approves that Special Use Road Permit Agreement between Boone County and KC Showdown Promotions, attached hereto and authorizes the Director of Boone County Resource Management to sign it.

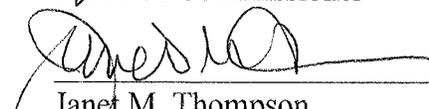
Done this 14th day of March 2019.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## SPECIAL USE ROAD PERMIT AGREEMENT FOR KC SHOWDOWN PROMOTIONS

Under the authority set forth in Sections 304.130 - 304.140 and 49.266 RSMo., and Section 1.8.3 of the Boone County Roadway Regulations, the Boone County Commission (Commission) hereby authorizes KC Showdown Promotions (KSP) to close and use the southern 12-feet of Boone Industrial Blvd. in Boone County, Missouri, from the Highway 763 R/W to 360' East of the Highway 763 R/W between 9 am and 5 pm on September 14, 2019 for the purpose of display parking for show vehicles associated with the I-70 Showdown Car, Truck, and Bike Show event. In consideration of this authority to use Boone Industrial Blvd., KSP agrees to abide by the following terms and conditions:

1. KSP will not obstruct Boone Industrial Blvd. in any way until after KSP has partially closed that road by placing traffic cones around the closure area.
2. KSP will supply persons under its direction to provide information to motorists about the road closure and to direct traffic during the road closure.
3. KSP will not unnecessarily inconvenience local traffic, and will maintain two-way traffic adjacent to the closure area.
4. Prior to September 14, 2019, KSP will contact all business owners on Boone Industrial Blvd. and Interstate Drive to inform them of the partial closure and to address and respond to those concerns.
5. This permit shall expire at 5 pm on September 14, 2019, and KSP shall under no circumstances obstruct the road after that time and date.
6. KSP shall furnish, install, and maintain its own traffic control devices until the expiration of this permit.
7. KSP will then remove the traffic control devices from the road, and will otherwise ensure that the road is fully and safely open to traffic no later than 5 pm on September 14, 2019.
8. As this permit is given as an accommodation and strictly at Boone County's sole discretion, Boone County may suspend or revoke this permit at its sole discretion at any time and for any violation of these conditions of this permit.
9. In the event of injury or damage to persons or property resulting from KSP's use of this permit, then as a condition to issuance of this permit, KSP shall be responsible for all such injury or damage, and agrees to indemnify, hold harmless and defend Boone County, its Commissioners, officers, agents, and employees, against any and all claims,

expenses (including attorney's fees), losses, damages, or lawsuits from damages arising from or related to KSP's use of this permit.

10. Before September 14, 2019, KSP will designate a representative and will provide Boone County with that person's cell phone number, who will be present at the road closure site throughout the designated closure period, and who will have command authority over KSP's operations.

KSP Field Representative. DENNY EDDY  
Field Representative's cell phone number: 913 980-1643

11. By signing this agreement the undersigned represents and warrants to Boone County that he or she is duly authorized to complete and sign this application on behalf of KC Showdown Promotions, as well as being authorized to bind the company or agency to the terms and conditions contained within this agreement.

KC Showdown Promotions

By: Denny Eddy

Date 2-19-2019

Print name: DENNY EDDY

Stan Shawver

Stan Shawver, Boone County Resource Management Director

**Approved as to legal form:**

County Counselor  
County Counselor