

182-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

21st

day of

April

2020

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 60520CO09 – Excavators to purchase one (1) 2020 John Deere 85G Excavator from Martin Equipment of Ashland, Missouri, as well as the disposal of one (1) 2012 Kubota KX080-3 Mini Excavator, fixed asset tag 18224 by sale.

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

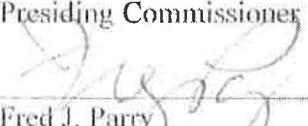
Done this 21st day of April 2020.

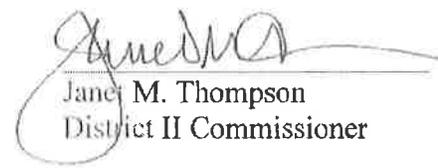
ATTEST:

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

*Daniel Atwill*

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 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: April 21, 2020  
RE: Cooperative Contract: MODOT Contract 60520CO0509 – Excavators

Road & Bridge requests permission to utilize the MODOT cooperative contract 60520CO0509 – *Excavators* to purchase one (1) 2020 John Deere 85G Excavator from Martin Equipment of Ashland, Missouri.

Cost of the purchase is \$125,657.84 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Machinery & Equipment.

This is a replacement purchase and the 2020 budgeted amount was \$115,000.00. Savings from other purchases will cover the budget to actual price variance. Estimated sale value is \$40,000.00.

The Purchasing department requests permission to dispose of the following surplus by sale:

2012 Kubota KX080-3 Mini Excavator  
**Fixed asset tag 18224**

cc: Greg Edington, RB  
Contract File

*Capital*

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

*Complete, sign, and return to Auditor's Office*

Date: 01/10/2020

Fixed Asset Tag Number: 18224

Description of Asset: 2012 Kubota KX080-3 Mini Excavator

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

Other Information (Serial number, etc.): SN: 24286; Hours: 3040

Condition of Asset: Fair

Reason for Disposition: Unit is planned for replacement in FY 2020.

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 *[Signature]*

To be Completed by: AUDITOR

Original Acquisition Date 12/31/12

G/L Account for Proceeds 2040-3825 J

Original Acquisition Amount 93,394.23

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 182-2020

Date Approved 4.21.20

Signature *[Signature]*

**RECEIVED**

**APR 14 2020**

**BOONE COUNTY  
AUDITOR**

**PURCHASE AGREEMENT  
FOR  
85G EXCAVATOR**

**THIS AGREEMENT** dated the 21st day of April 2020 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 85G Excavator**, Martin Equipment quotation dated 03/02/2020, the Missouri Department of Transportation Contract **60520CO0509** 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 60520CO0509 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 85G Excavator as follows:

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
<b>John Deere 85G Excavator</b>	\$99,990.00	1	\$99,990.00
<b>Following Options at 34% Discount off of MSRP:</b>			
• 24" Tooth Bucket	\$ 1,051.38	1	\$ 1,051.38
• 36" Ditch Bucket	\$ 1,041.48	1	\$ 1,041.48
• Hydraulic Quick Coupler	\$ 4,935.48	1	\$ 4,935.48
• Hydraulic Thumb Kit	\$ 3,366.00	1	\$ 3,366.00
• Aux Line Kit for Thumb	\$ 772.20	1	\$ 772.20
• Hydraulic Filter Restriction Gauge	\$ 520.74	1	\$ 520.74
• Bucket Pin (24" Bucket)	\$ 252.78	1	\$ 252.78
• Bucket Pin (36" Bucket)	\$ 252.78	1	\$ 252.78
<b>Labor to Install</b>			
• Labor to Install all Components	\$ 6,550.00	1	\$ 6,550.00
<b>Optional Service</b>			
• 500 Hr Initial Service	\$ 1,675.00	1	\$ 1,675.00
<b>Warranty</b>			
• 7YR/3,000 Comp Warranty	\$ 5,250.00	1	\$ 5,250.00
<b>Total</b>			<b>\$125,657.84</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.

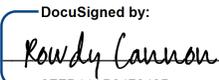
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- 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**

By  \_\_\_\_\_  
DocuSigned by:  
8FFD11AB047048D...

By: Boone County Commission

Title Territory Salesmen \_\_\_\_\_

 \_\_\_\_\_  
DocuSigned by:  
B41108340CD8E4EB...  
Presiding Commissioner

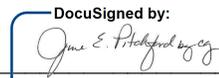
APPROVED AS TO FORM:

ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
County Counselor

 \_\_\_\_\_  
DocuSigned by:  
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:  
Signature

4/14/2020

2040 - 92300 - \$125,657.84

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.



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

3/2/2020

BOONE COUNTY PUBLIC WORKS  
 85G

	List	Cost
Base 85G MODOT Bid	\$151,500.00	\$99,900.00
MODOT Bid # IFB605C020001093		
24" Tooth Bucket	\$1,593.00	\$1,051.38
36" Ditch Bucket	\$1,578.00	\$1,041.48
Hyd Quick Coupler	\$7,478.00	\$4,935.48
Hyd Thumb Kit	\$5,100.00	\$3,366.00
Aux Line Kit for Hyd Thumb	\$1,170.00	\$772.20
Hyd Filter Restriction Guage	\$789.00	\$520.74
Bucket Pins 24" Bucket	\$383.00	\$252.78
Bucket Pins 36" Bucket	\$383.00	\$252.78
Labor to Install all Attachments		\$6,550.00
7YR/3000 COMP Warranty		\$5,250.00
Total		\$123,892.84

OPTIONS TO CONSIDER:

500 Hr Initial Service \$1,675.00

Rowdy Cannon  
 Martin Equipment  
 106 Industrial Dr.  
 Ashland, Mo. 65010  
[rcannon@meoi.com](mailto:rcannon@meoi.com)



Solicitation Title EXCAVATORS - Multiple Award

Delivery Terms Free On Board Destination

Vendor Name	Solicitation Contact Name	Solicitation Contact Email	Solicitation Contact Phone
Crown Power & Equipment LLC	Joe A Grothoff	jpgrothoff@crown-power.com	5736365281-
The Victor L Phillips Co	Randy Wacker	rwacker@vlpco.com	8162419290-
FRIES AG & TURF	BRENT MILLER	brent@kctractors.com	816-759-0499
Murphy Tractor & Equipment Co Inc	James (Jim) Levy	jlevy@murphytractor.com	816-483-5000-5000
John Fabick Tractor Company	Steve Horstman	steve.horstman@fabickcat.com	573-636-3184
Altorfer Inc	Brian McGowan	bmcgowan@altorfer.com	3193650551-2293
Bobcat Company	Randy Fuss	randy.fuss@doosan.com	7012418746-
MARTIN EQUIPMENT	KEVIN SMYSER	KEVINSMYSER@MEOI.COM	573-769-2274-
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	Beau Mathiason	beau@potterequipment.com	4178629275-
Doosan Infracore North America	David Dixon	david.dixon@doosan.com	678-714-6660
JCB of St. Louis	Mark Sievers	Mark.Sievers@SieversEquipment.com	636-281-4450
Luby Equipment Services	Scott Morga	smorga@lubyequipment.com	636-343-9970-1337
Kirby Smith Machinery Inc	Shawn Stevens	sstevens@kirby-smith.com	8162060327-
BOONE COUNTY EQUIPMENT LLC	BRENT DOMETRORCH	brent@hendersonimp.com	573-442-1252

**IFB605CO200010**

**EXCAVATORS - Multiple Award**

Item Spec.

E001

Manufacturer's Crawler Excavator 3 to 25 metric ton operating weight rating. Vendors to provide pricing using the "% of Discount Off the Manufacturer's Suggested Retail Price" (MSRP).

Any additional factory installed options/accessories requested by the buyer will be added using Item E002. Factory Attachments will be added using pricing for Item E003.

Non-Factory Parts/Attachments/Implements/Accessories will be added using pricing for Item E004.

MoDOT Excavator Specifications: 3 to 25 metric ton operating weight rating as advertised in manufacturer's standard literature, cab with heat/air conditioning, SAE/ISO pattern changer operator controls, cold weather starting assistance package to include block heater, multi-function auxiliary hydraulics to include service ports for attachments requiring either one-way or two-way flow, hard copy operator's manual and service/parts manual (CD or hard copy).

**All items are bid as a "% of Discount Off MSRP".**

**MEDOT Excavators**  
**IFB605CO20001093**

Line Item Number	Spec. Number	Vendor Name	Product Number	Manufacture Name	Manufacture Part No.	Pricing Type	Bid/Unit	Response Comments
<b>Manufacturer's Standard Crawler Excavator (3-25 metric ton)</b>								
1	E001	MARTIN EQUIPMENT		JD	35G-85G	%	34.00	60 TO 120 DAYS
1	E001	MARTIN EQUIPMENT		JD	130G-250G	%	35.00	60 TO 120 DAYS

183-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

21st

day of

April

2020

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 City of Columbia Cooperative Contract 32/2017 to purchase towing services from I-70 Towing, LLC.

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

Done this 21st day of April 2020.

ATTEST:

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

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Jane M. Thompson*  
Jane 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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: April 21, 2020  
RE: 32/2017- Towing Services - Term and Supply

Purchasing requests permission to utilize the City of Columbia cooperative contract 32/2017 to purchase towing services from I-70 Towing, LLC.

This is a county-wide term and supply contract.

cc: Greg Edington, Road & Bridge

Bid File

**PURCHASE AGREEMENT  
FOR  
TOWING SERVICES - TERM & SUPPLY**

**THIS AGREEMENT** dated the 21st day of April 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **I-70 Towing, LLC**, herein Contractor."

**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 term and supply contract for the furnishing of **Towing Services** in compliance with all bid specifications and any addendum issued for the City of Columbia, Request for Quote number **32/2017** as well as Boone County Standard Terms and Conditions and Work Authorization. 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 and the City of Columbia Request for Quote number **32/2017** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through March 31, 2021** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **One (1) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with towing services. Towing services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Rates and Charges** - Contractor agrees to provide towing services in accordance with its bid response at the charges specified therein during the contract period. 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 Contractor, 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. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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 hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

**I-70 TOWING LLC**

**BOONE COUNTY, MISSOURI**

By Christopher Slate (Christopher)  
DocuSigned by: 09AFD15D3BB6474...  
 Title Managing Partner

By: Boone County Commission  
DocuSigned by: Daniel K. Atwill  
Daniel K. Atwill  
 President/Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: J. Johnson  
J. Johnson  
 County Counselor

DocuSigned by: Brianna L. Lennon by MT  
Brianna L. Lennon by MT  
 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 the contract do not create a measurable county obligation at this time.)

<small>DocuSigned by: Jane E. Pfeiffer by org. No Encumbered Payment</small> <u>Jane E. Pfeiffer by org. No Encumbered Payment</u>	4/14/2020	County-Wide Term & Supply
Signature	Date	Appropriation Account

**STANDARD CONTRACT 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.

**Robert Wilson**

---

**From:** I-70 Towing Office <office@i70towing.com>  
**Sent:** Wednesday, March 18, 2020 12:34 PM  
**To:** Robert Wilson  
**Subject:** Re: City of Columbia Contract

Robert,

Sorry it has taken us so long to get back with you on this request. We have had a small change up in the office and did not know if this question had been answered or not.

Regard to stuck trucks, we can do the recoveries for \$200.00 per hour

Pricing for the specialty equipment will be \$350.00 for the hook and \$5.00 per mile.

I hope this will answer your questions. If you need anything else, please let us know.

Kevin Wolfe

**I-70 Towing & Recovery**

4201 I-70 Dr. SE  
Columbia, MO 65201  
Phone- 573-449-3336

On Fri, Mar 6, 2020 at 8:53 AM Robert Wilson <[RWilson@boonecountymo.org](mailto:RWilson@boonecountymo.org)> wrote:

Before we start the cooperative contract. We need a couple of quotes if you wouldn't mind.

The first would be rates on winch out service (for stuck trucks and heavy equipment).

We also need to know if there are special pricing on specialty equipment such as: Oil distributor truck, truck mounted street sweeper, and trucks with plows and spreaders installed.

After that I'll send you all a contract through Docusign. Thank you much!

Robert Wilson

Buyer

County of Boone, Missouri

Purchasing

613 E. Ash Street

Columbia, MO 65201

Phone: (573) 886-4393

Fax: (573) 886-4390

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

**From:** I-70 Towing Office <[office@i70towing.com](mailto:office@i70towing.com)>

**Sent:** Friday, February 7, 2020 1:50 PM

**To:** Robert Wilson <[RWilson@boonecountymo.org](mailto:RWilson@boonecountymo.org)>

**Subject:** Re: City of Columbia Contract

Most definitely sir, we will be happy to honor the contract. Please let me know what you need from us to proceed.

Thank you,

**I-70 Towing & Recovery**

4201 I-70 Dr. SE

Columbia, MO 65201

Phone- 573-449-3336

On Fri, Feb 7, 2020 at 8:28 AM Robert Wilson <[RWilson@boonecountymo.org](mailto:RWilson@boonecountymo.org)> wrote:

Cindy,

I saw that you all have a contract with the City and was wondering if you guys would be willing to let the County piggyback on that contract.

Thanks,

Robert Wilson

Buyer

County of Boone, Missouri

Purchasing

613 E. Ash Street

Columbia, MO 65201

Phone: (573) 886-4393

Fax: (573) 886-4390

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



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### NOTIFICATION OF CONTRACT AWARD

CONTRACT FOR: Towing Services T&S

RFP NUMBER: 32/2017

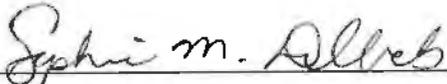
4/1/2017 through 3/31/2018

The City of Columbia hereby accepts the attached quotation submitted by I-70 Towing LLC in response to attached RFQ #32/2017 for line items indicated herein.

Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NUMBER	CONTRACTOR NAME
32/2017	Primary - All tows and services associated with vehicles one ton and greater.	13008	I-70 Towing LLC 2116 Vandiver Dr. P.O. Box 30665 Columbia, Missouri 65202 Cindy Bezler cindy@i70towing.com P: 573-449-3336 F: 573-449-1164
	Secondary – All tows and services associated with vehicles less than one ton.		

PAYMENT TERMS: Net 35 Days

  
Sophie Dubbels  
Procurement Officer  
573-874-7687

  
Lawrence Luck  
Purchasing Agent  
573-874-7375

cc: Mike Guilford, Lisa Roland, Gabe Huffington, Kala Wekenborg-Tomka, Aaron Ray 

**OPTIVIEW****City of Columbia Purchasing (City of Columbia)  
Supplier Response**

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sophie Dubbels	Address		Address	
Email	smdubbel@gocolumbiamo.com	Contact		Contact	
Phone	1 (573) 874 7687	Department		Department	
Fax		Building		Building	
Bid Number	32/2017 Addendum 1	Floor/Room		Floor/Room	
Title	TOWING SERVICES T&S	Telephone		Telephone	
Bid Type	RFQ-F	Fax		Fax	
Issue Date	1/31/2017 10:00 AM (CT)	Email		Email	
Close Date	2/28/2017 02:00:00 PM (CT)				

**Supplier Information**

Company I-70 Towing LLC  
Address PO Box 30665  
Columbia, MO 65205

Contact  
Department  
Building  
Floor/Room  
Telephone (573) 449-3336  
Fax (573) 449-1164  
Email  
Submitted 2/27/2017 04:13:34 PM (CT)  
Total \$1,312.50

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Cindy Bezler

Email cindy@i70towing.com

**Supplier Notes**

Address change: 2116 Vandiver Dr., Columbia, MO 65202

**Bid Notes**

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY, (hard paper copy) PRINT THE "INVITATION" LISTED UNDER "DOCUMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.

**Bid Activities****Bid Messages**

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Towing Services, as needed and as requested, from date of award through one year. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	Term & Supply Contract Acknowledgement
2	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Renewal Options Acknowledgement
3	Payment Terms	Indicate Payment Terms:	NET 35
4	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.	AGREE
5	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	Certificate of Insurance Requirement Acknowledgmen
6	Contract Administration Contact	Provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. Name/Job Title/Phone/Fax/Email	John Berghager/Owner/573-449-3336/573-449-116
7	STAFF	Provide a list of tow truck drivers in your employ and provide the type of drivers license, the type of experience the drivers have, and any other certifications/qualifications they possess.	SEE ATTACHMENT

8	RECORDS AND INVOICING	The contractor must maintain adequate records of every vehicle towed for the City, showing the following: <ul style="list-style-type: none"> <li>• Location where vehicle is picked up</li> <li>• Make, Model, and year of vehicle</li> <li>• License plate number/state</li> </ul>	X
9	BILLING AND PAYMENT	Rates charged by the Contractor for services under this agreement shall not be in excess of those submitted in your bid. They City Finance/Accounts Payable Division will process payment of submitted invoices within (30) days from receipt. Invoices must be itemized and include the City Purchase Order number, and details of the tow: the date, location, type of vehicle, license plate number, time expended and rate charged, mileage where appropriate, and owner's name.	X
10	CALL CANCELLATION	The Contractor agrees that when he responds to a call and the call is cancelled before work or service at the scene is performed, there will be no charge to the City or the owner of the vehicle.	X
11	ALTERNATE NAMES	If bidder has done business under a different name and/or location, bidder shall provide those names and locations.	N/A
12	FAILURE TO COMPLETE WORK	If bidder has ever failed to complete any work awarded to company, provide details as to the situation and reasons why.	N/A
13	REFERENCES	List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary.	SEE ATTACHMENT
14	STORAGE FACILITIES	Provide a complete description of the proposed storage facilities, including location. Bidders may provide photographs and facility layout to help with this. This may be uploaded as a response attachment if submitting bid electronically.	X
15	EQUIPMENT LIST	Provide a list of trucks/equipment available to you that will be used for this contract. Include the manufacturer/make/year of each with size and towing capacity.	SEE ATTACHMENT
16	SCOPE OF WORK	BIDDER MUST REFERENCE THE ATTACHED RFQ DOCUMENT FOR THE ENTIRE SCOPE OF WORK.	x
17	Evaluation and Award	Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia.	OK
18	W-9 Submission	Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.	SEE ATTACHMENT
19	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	

20 Addendums

Bidders shall note the changes outlined in Addendum No.1 to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically, by checking the box to the right of this field, if submitting their bid through this electronic bid system on line. x

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**Line Items**


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#	Qty	UOM	Description	Response
1	1	PKG	TOWING OF CITY-OWNED VEHICLES	\$350.00

Item Notes:

Supplier Notes:

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**Package Line Items:**


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#	Qty	UOM	Description	Response
1.1	1	EA	¾ TON OR LESS STANDARD TOW	45.00

Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.

Supplier Notes:

1.2	1	EA	1 TON STANDARD TOW	55.00
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Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.

Supplier Notes:

1.3	1	EA	GREATER THAN 1 TON STANDARD TOW	145.00
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Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.

Supplier Notes:

1.4	1	EA	FLAT TIRE REPAIR/CHANGE	35.00
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Per occurrence (associated with towing service).

Supplier Notes:

1.5	1	EA	JUMP START	30.00
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Per occurrence (associated with towing service).

Supplier Notes:

1.6	1	EA	PULL AXLE	0.00
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(associated with towing service)

Supplier Notes:

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1.7	1	EA	PULL DRIVE SHAFT	0.00
(associated with towing service)				

Supplier Notes:

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1.8	1	EA	EXTRA MAN, LABOR	40.00
(associated with towing service)				

Supplier Notes:

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2	1	EA	FLAT TIRE REPAIR/CHANGE	\$30.00
Per occurrence (not associated with tow service) - at garage				

Item Notes:

Supplier Notes:

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3	1	EA	FLAT TIRE REPAIR/CHANGE	\$55.00
Per occurrence (not associated with tow service) - not at garage				

Item Notes:

Supplier Notes:

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4	1	PKG	TOWING FOR ENVIRONMENTAL HEALTH	\$630.00
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
4.1	1	EA	¾ TON OR LESS VEHICLE TOW	45.00
Per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).				

Supplier Notes:

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4.2	1	EA	1 TON VEHICLE TOW	55.00
Per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).				

Supplier Notes:

4.3 1 EA GREATER THAN 1 TON VEHICLE TOW 185.00

Per occurrence, based on information and requirements listed herein. This price to be a flat fee for a standard tow (vehicle easily accessible with no maneuvering around other obstacles).

Supplier Notes:

4.4 1 EA ¾ TON OR LESS VEHICLE TOW 75.00

Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.

Supplier Notes:

4.5 1 EA 1 TON VEHICLE TOW 75.00

Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.

Supplier Notes:

4.6 1 EA GREATER THAN 1 TON VEHICLE TOW 195.00

Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.

Supplier Notes:

5 1 PKG FOR WRECKS OR OTHER SPECIAL RECOVERY EFFORTS, THE CITY UNDERSTANDS THE CONTRACTOR MAY NEED TO SUPPLY AN ADDITIONAL WRECKER, AND THERE MAY BE ADDITIONAL TIME AND MANPOWER REQUIRED. PROVIDE PRICING FOR THIS SERVICE BASED ON 15 MINUTE INCREMENTS ABOVE THE STANDARD RATES ALREADY LISTED. \$247.50

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
5.1	1	EA	SMALL - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	30.00

Item Notes: Per 15 minutes

Supplier Notes:

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5.2	1	EA	MEDIUM - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	40.00
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Item Notes: Per 15 minutes

Supplier  
Notes:

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5.3	1	EA	HEAVY - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	50.00
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Item Notes: Per 15 minutes

Supplier  
Notes:

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5.4	1	EA	SMALL - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	3.50
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Item Notes: Per mile

Supplier  
Notes:

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5.5	1	EA	MEDIUM - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	4.00
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Item Notes: Per mile

Supplier  
Notes:

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5.6	1	EA	HEAVY - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	5.00
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Item Notes: Per mile

Supplier  
Notes:

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5.7	1	EA	SMALL - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	30.00
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Item Notes: Per 15 minutes

Supplier  
Notes:

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5.8	1	EA	MEDIUM - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	35.00
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Item Notes: Per 15 minutes

Supplier  
Notes:

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5.9	1	EA	HEAVY - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	50.00
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Item Notes: Per 15 minutes

Supplier

Notes:

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Response Total:	\$1,312.50
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**6/29/2016**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>AUSTIN INSURANCE</b> 2109 Broadway Paducah, KY 42001	CONTACT NAME: PHONE (A/C No, Ext): <b>(270) 444-6818</b> FAX (A/C No): <b>(270) 444-6809</b> E-MAIL ADDRESS: <b>austin ins@hotmail.com</b>														
<b>INSURED</b> <b>I-70 TOWING, LLC</b> PO BOX 30665 COLUMBIA, MO 65201 573-449-3336 573-268-6533 cell <b>JOHN</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: <b>PLAZA INSURANCE CO</b></td> <td><b>30945</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: <b>PLAZA INSURANCE CO</b>	<b>30945</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
<b>A</b>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>TBA</b>	<b>7/1/2016</b>	<b>7/1/2017</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COM/OP AGG \$ <b>3,000,000</b> \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>TBA</b>	<b>7/1/2016</b>	<b>7/1/2017</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ <b>INCL</b> DODILY INJURY (Per accident) \$ <b>INCL</b> PROPERTY DAMAGE (Per accident) \$ <b>INCL</b> \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
<b>A</b>	<b>GARAGE KEEPERS LL</b>			<b>TBA</b>	<b>7/1/2016</b>	<b>7/1/2017</b>	<b>\$300,000</b>								
<b>A</b>	<b>ON HOOK/CARGO</b>			<b>TBA</b>	<b>7/1/2016</b>	<b>7/1/2017</b>	<b>\$50,000-\$150,000</b>								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**LOCATION: 2116 VANDIVER, COLUMBIA MO 65201**

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;"><b>FOR YOUR FILES</b></p>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>I-70 TOWING, LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <b>S</b> Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>PO BOX 30665</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>COLUMBIA, MO 65205</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

--	--	--	--	--	--	--	--	--	--

or

**Employer identification number**

7	2	-	1	5	2	0	9	0	3
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person Barb Simpson Date 1-1-17

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

#7. Staff

DRIVER	TYPE OF DRIVERS LICENSE	EXPERIENCE YEARS
John Berghager	A	15
Thomas Bichsel	A	1
James Fierge	A	4
Jimmy Gash	A	15
Eric Kuhrts	A	7
Michael Mattingly	A	2
Brent Scott	A	30
Corey Sieckmann	A	14
Keith Thompson	A	15
Donald Lake	B	42

#13 References

**REFERENCES**

City of Columbia  
P.O. Box 615  
Columbia, MO 65205

Wiese  
7700 I-70 Dr., SW  
Columbia, MO 65201

Tri-State  
106 Industrial Dr.  
Ashland, MO 65010

Columbia Police Department  
600 E. Walnut St.  
Columbia, MO 65205

Columbia Freightliner  
1660 Jade Rd.  
Columbia, MO 65201

#14 Storage  
Facilities

**STORAGE FACILITY**

I-70 Towing, LLC  
2116 Vandiver Dr.  
Columbia, MO 65202

- 1) There are loading docks to off load freight
- 2) Secure storage surround by a 12' fence
- 3) Secure inside storage

## EQUIPMENT LIST

#15 Equipment List

YEAR	MAKE	MODEL	VEHICLE NUMBER	VIN
1990	Kenworth	Dump Truck	8965	1NKBHA8X9LJ544776
1997	Peterbilt	Wrecker	1004	1XP5DB8X1VD430125
1998	Samsung	Excavator		HBV2324
1998	International	Rollback	0 303	1HTSCABM6WH541749
1999	Samsung	Excavator		KAY0568
2000	Utility	Trailer	0 314T	1UYVS2532YU206201
2001	Peterbilt		0 315	1XP5PBEX31D565726
2001	Peterbilt	Tractor	1012	1XP5PBEX11D568124
2002	Oshkosh	Truck	0 114	10TGJ9Y462S075599
2003	Kenworth	Tractor	0 412	1XKDDBOX13J969081
2003	Peterbilt	Tractor	0 413	1XP5DB9X73D805317
2003	Peterbilt	Wrecker	2010	1XP5DB9X93D807988
2005	Etny	Trailer	1116T	1E92887715E111184
2005	Freightliner	Tractor	2005	1FUJC5CV95HN80351
2006	Millinium	Trailer	0 607T	5MTPD2436A000328
2006	International	Rollback	2006	1HTMNAAL16H191152
2007	Freightliner	HD Wrecker	2007	1FVMCRCK87PX51377
2008	Tomberlin	Car	0 809	5TST324318G021619
2008	Peterbilt	MD Wrecker	0 907	2NPLHN6X48M752704
2009	Landoll	Flatbed	0 509T	1LH435VH291B17611
2011	GMC	LT Wrecker	1111	1GD322CL7BF239243
2013	Freightliner	Landoll	0 516	3AKJGLDR1DSFG6596
2013	Freightliner	Rollback	0 812	1FVACWDT5DHFA2709
2013	Landoll	Detach	0 413T	1LH835WHXDAD20044
2014	Landoll	Detach	0 514T	1LH440VH7E1021139
2015	Chevrolet	LT Wrecker	0 615	1GB3KZC83FF596244
2015	Freightliner	MD Wrecker	0 914	1FVACXCY2FHGF3528
2017	Landoll	Trailer	1016	1LH440VH5H1A2417
2017	Loadking	Trailer	1216T	5LKL53352H1029823
	CAT	289C-Skid Steer		
2007	Peterbilt	75 Ton Rotator with 165" wheel lift	0 317	Only one in the State 1NPFL4TX87N644487

CITY OF COLUMBIA, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Boone )  
State of Missouri )SS.

My name is John Berghager. I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

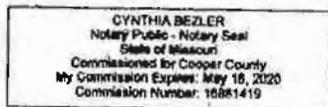
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

John Berghager  
Affiant  
John Berghager  
Printed Name

Personally appeared before me, a Notary Public, within and for the County of Cooper

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 24 day of February, 2017.  
My Commission expires May - 16, 2020.



Cynthia Bezler  
(Notary Public)

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia

**BIDDERS SIGNATURE:**

FIRM: I-70 Towing  
INDIVIDUAL: John Beyhage  
TITLE: Owner  
ADDRESS: 2116 Vandiver, Columbia, MD  
PHONE: 573-449-3336  
DATE: 2-24-17

RFQ: 32/2017  
Towing Service T&S  
Addendum No.1  
Released: 2/1/2017



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### NOTICE TO BIDDERS ADDENDUM #1 RFQ: 32/2017 TOWING SERVICES

Bidders shall note the following information in regard to the above Request for Quotation and *incorporate this information in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their quotation, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system online.

The following modifications shall be referred to as part of the Quotation/Contract Documents.

Section 3.3 reads: At a minimum, for heavy vehicle towing, the successful bidder must have two (2) large capacity tandem axle wreckers configured with factory installed hydraulic lifts. Additionally, at least one of the tandem axle wreckers must be configured with a 144" under-reach hydraulic lift capability to tow large fire trucks and other custom chassis type trucks.

Section 3.3 will now read: At a minimum, for heavy vehicle towing, the successful bidder must have two (2) large capacity tandem axle wreckers configured with factory installed hydraulic lifts. Additionally, at least one of the tandem axle wreckers must be configured with a 165" under-reach hydraulic lift capability to tow large fire trucks and other custom chassis type trucks.

#### ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the information set forth in this Addendum #1 have been incorporated in their quotation and are a part of Request for Quotation No. 32/2017. All other provisions of the quotation documents, except as herein stated, shall remain in force as written.

Firm I-70 Towing, LLC Date 3-3-17

Signed Cindy Bayler, Bookkeeper



Sophie Dubbels <sophie.dubbels@como.gov>

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## Towing Bid Tentative Award

2 messages

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**Sophie Dubbels** <sophie.dubbels@como.gov>

Tue, Mar 28, 2017 at 11:10 AM

To: Cindy <cindy@i70towing.com>, John Berghager <jb@i70towing.com>

Good morning,

I am preparing a notice award as we discussed in a previous email, with I-70 Towing as the primary vendor for one ton and over tows and services and secondary vendor for under one ton. The Police Department has asked me to confirm with the vendors being awarded that when a tire is changed, the center cap will also be moved to the new tire. Can you confirm over email that this will be the case? Thank you.

**Sophie M. Dubbels**

Procurement Officer

City of Columbia

Finance Department - Purchasing Division

Phone: 573-874-7687

---

**John Berghager** <jb@i70towing.com>

Tue, Mar 28, 2017 at 11:13 AM

To: Sophie Dubbels <sophie.dubbels@como.gov>

Yes we can do that.

John Berghager

i70 Towing & Recovery

www.i70towing.com

P.O. Box 30665

Columbia, MO 65205

PH (573)449-3336

Fax (573)449-1164

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**From:** Sophie Dubbels [mailto:sophie.dubbels@como.gov]

**Sent:** Tuesday, March 28, 2017 11:10 AM

**To:** Cindy; John Berghager

**Subject:** Towing Bid Tentative Award

[Quoted text hidden]

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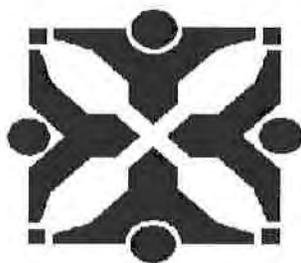
No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2016.0.8007 / Virus Database: 4769/14195 - Release Date: 03/28/17

**OPTIVIEW**

REQUEST FOR QUOTATION  
32/2017 - TOWING SERVICES T&S  
FOR THE  
CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION  
LAWRENCE LUCK  
PURCHASING AGENT  
701 E. BROADWAY, 5<sup>TH</sup> FLOOR  
COLUMBIA, MO 65201

MIKE GUILFORD  
FLEET MANAGER  
PUBLIC WORKS

MICHELE NIX  
DIRECTOR OF FINANCE

SOPHIE DUBBELS  
PROCUREMENT OFFICER  
(573) 874-7687  
[Sophie.Dubbels@CoMo.Gov](mailto:Sophie.Dubbels@CoMo.Gov)

Request For Quotation No. 32/2017  
Closing Date: 2:00 p.m. CST, Tuesday, February 28<sup>th</sup>, 2017

## **1. INTRODUCTION**

### **1.1 PURPOSE**

The City of Columbia seeks bids from qualified bidders for towing services.

## **2. GENERAL REQUIREMENTS**

### **2.1 TERM AND SUPPLY CONTRACT CONDITIONS**

Term and supply contract for furnishing City of Columbia with towing services as needed and as requested, from date of award through one year. Bidder agrees prices will be firm for the first year of the contract period.

### **2.2 RENEWAL OPTIONS**

The contract is subject to renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, past vendor service, etc.

This contract may also be canceled by the City upon ten (10) days written notice to the vendor for noncompliance to these requirements, delivery problems, or other just cause so deemed by the City. The buyer shall notify the vendor of the City's intent to exercise the option to renew sixty (60) days in advance of the contract expiration date in order that the necessary planning, scheduling, and mutually agreed changes may be made. However, failure to notify does not waive the right to exercise an option, provided that notice is given prior to the expiration date of the contract.

### **2.3 PAYMENT TERMS**

The bidder shall indicate payment terms.

### **2.4 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

**A.** Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

**B.** As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**C.** Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of

perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.

## **2.5 CERTIFICATE OF INSURANCE REQUIREMENT ACKNOWLEDGMENT**

The City of Columbia's insurance requirements are listed in section 2.6 of this Request for Quotation. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.

## **2.6 INSURANCE REQUIREMENTS**

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- A. Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
- B. Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- C. Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D.** Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- E.** The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is

required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

**F.** The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

**G.** Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

**H.** The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

## **2.7 CONTRACT ADMINISTRATION CONTACT**

Bidder shall provide the contact information for the person in the firm responsible for contracting and authorizing renewals of the contract.

## **2.8 STAFF**

Provide a list of tow truck drivers in your employ and provide the type of drivers license, the type of experience the drivers have, and any other certifications/qualifications they possess.

## **2.9 RECORDS AND INVOICING**

The contractor must maintain adequate records of every vehicle towed for the City, showing the following:

- Location where vehicle is picked up
- Make, Model, and year of vehicle
- License plate number/state

## **2.10 BILLING AND PAYMENT**

Rates charged by the Contractor for services under this agreement shall not be in excess of those submitted in your bid. The City Finance/Accounts Payable Division will process payment of submitted invoices within (30) days from receipt. Invoices must be itemized and include the City Purchase Order number, and details of the tow: the date, location, type of vehicle, license plate number, time expended and rate charged, mileage where appropriate, and owner's name.

## **2.11 CALL CANCELLATION**

The Contractor agrees that when he responds to a call and the call is cancelled before work or service at the scene is performed, there will be no charge to the City or the owner of the vehicle.

**2.12 ALTERNATE NAMES**

If bidder has done business under a different name and/or location, bidder shall provide those names and locations.

**2.13 FAILURE TO COMPLETE WORK**

If bidder has ever failed to complete any work awarded to company, provide details as to the situation and reasons why.

**2.14 REFERENCES**

List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary.

**2.15 STORAGE FACILITIES**

Provide a complete description of the proposed storage facilities, including location. Bidders may provide photographs and facility layout to help with this. This may be uploaded as a response attachment if submitting bid electronically.

**2.16 EQUIPMENT LIST**

Provide a list of trucks/equipment available to you that will be used for this contract. Include the manufacturer/make/year of each with size and towing capacity.

**3. SCOPE OF WORK**

This contract is intended primarily for towing City vehicles to and from locations within City limits, and surrounding 15 mile radius of the city limits, at the direction of the various City departments. Using departments may include but is not limited to City Police, City Utilities, Public Works, Parks and Recreation, and Health Department. The Environmental Health Division may require towing services anywhere within the City of Columbia and/or Boone County. Sizes in vehicles will vary. Types of vehicles may include but not limited to: passenger cars, pickup trucks, dump trucks, refuse trucks, transit buses (30' and 40'), and Utilities trucks. Tow fees to include such incidental service as wreck cleanup, if needed.

No subcontracting of service is permitted for this contract.

Authorization for each towing service shall be made to the contractor only by the City Department's authorized personnel.

Bidder agrees, by submitting a bid, that no quantity of tows are guaranteed under this contract and the City of Columbia does not guarantee that the Contractor's service will be utilized.

**3.1 Towing for Environmental Health Division**

Towing for the City Environmental Health Division will be for vehicles of property owners that have been classified as "unlicensed and/or inoperable," per the City of Columbia's nuisance ordinance, Section 11-262 through 11-269.

Contractor will receive notice from the office of Environmental Health and a search warrant, as necessary, when services are needed. Notice will include property owner's name, address, telephone number, and location of vehicle to be towed. Contractor will complete the notice form and once the tow is complete, the notice form is to be returned to the City of Columbia Police Department for copy distribution to the Police Records Division, owner, and Department of Revenue. Contractor will make a copy for his files before forwarding to the Police Department.

The Environmental Health Division may require towing services anywhere within the City of Columbia and/or Boone County. Once a tow is performed (vehicle towed to Contractor's storage location), the City's involvement in vehicle's disposition is complete. Contractor will be responsible for the safe storage of towed vehicles. Contractor shall have the right to assess owner a storage fee per day until vehicle is recovered, or after 30 days from impoundment and owner has not satisfied the storage fees, Contractor shall have the right to apply for title to said vehicle.

The City shall provide a search warrant for performing the tow, when needed. A designated City representative from the office of Environmental Health will accompany the Contractor to the vehicle location to assist in determining accessibility. The City will pay for the towing of the vehicle, as quoted by bidder on the Pricing Page. It is estimated that approximately forty (40) vehicles, in various stages of disrepair, will be towed annually for the Health Department.

### **3.2 HOURS OF SERVICE AND RESPONSE TIME**

Contractor shall have vehicles available to provide service on a twenty-four (24) hour basis, seven days per week including all holidays.

The City of Columbia seeks to award this contract to one bidder whose bid best meets the City's towing needs. In the event the Contractor fails to respond within thirty (30) minutes of service call, the City departments shall have the discretion of ordering a tow from a different company. For the Police Department, if Contractor fails to "call back" on a service call within fifteen (15) minutes, another towing company will be contacted.

### **3.3 BIDDERS QUALIFICATIONS**

Bids will be considered only from firms regularly engaged in the towing business and who can produce evidence that they have an established, satisfactory record of performance for a reasonable time, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company as determined by the City of Columbia.

Contractor must be licensed to tow vehicles within the City of Columbia, and maintain a fleet of vehicles in good working condition. Contractor's tow truck drivers shall have the appropriate Missouri Driver's License and be trained in towing service techniques. Contractor must possess either by lease or ownership (vehicles must be on-hand at the time of contractor's bid submission) a sufficient quantity of vehicles capable of providing tow service for any/all services awarded. In addition to any light vehicle tow trucks, the successful bidder must also have a roll-back type tow truck with a minimum of 10,000 lb capacity. At a minimum, for heavy vehicle towing, the successful bidder must have two (2) large capacity tandem axle wreckers configured with factory installed hydraulic lifts. Additionally, at least one of tandem axle wreckers must be configured with a 144" under-reach hydraulic lift capability to tow large fire trucks and other custom chassis type trucks.

Vehicles provided by Contractor must meet State and Federal safety standards. Vehicles must display valid license for tow service by the City of Columbia, Missouri. Vehicles must be appropriately and sufficiently insured as specified in the section on insurance. Vehicles must be visibly identified with the name, colors, legend and/or design of the business.

### **3.4 CONTRACTOR FUNCTIONS AND RESPONSIBILITIES**

Contractor shall adhere to the highest standards in the performance of their obligations and the rendering of services under this agreement and shall:

- Provide authorized tow service as assigned.
- Provide drivers who have a valid license and properly trained for all operational aspects required for this contract.
- Dispatch a tow truck to arrive at the service location no later than thirty (30) minutes after notification by the City. See clarification for the Police Department, previous page.
- Be liable for any listed articles not found in the towed vehicle upon arrival at the assigned destination.
- Deliver each towed vehicle directly to the City's designated location. Failure to do so may result in a penalty assessment.
- Furnish own equipment, supplies (including fuel), and personnel.
- Obtain and pay in full for all permits and licenses pertinent hereunto, and shall not burden the City with such fees and costs and shall post notices of intent, in public, if required by law.
- Submit invoices for tow services performed.
- Provide the City with a contact telephone number that shall be answered twenty four (24) hours a day, three hundred sixty five (365) days per year.

## **4. BIDDER INSTRUCTIONS / EVALUATION AND AWARD**

#### **4.1 INSTRUCTIONS**

Bidders are encouraged to use the electronic bid system for submitting bids and must complete all required fields. No fax or e-mail responses will be accepted. If you choose to submit manually (hard paper copy), print this RFQ in its entirety, complete and submit to Purchasing, 701 E. Broadway, 5<sup>th</sup> floor, Columbia, MO 65201, by the bid closing date and time. Bids must be in sealed envelope and have the bid number and description clearly labeled on the outside of the envelope.

All bids shall be quoted FOB Destination, City of Columbia, Missouri.

Bidders shall complete Exhibit A (W-9 form) and Exhibit B (Work Authorization Affidavit), and submit these documents with their bid response.

The bidder should provide a current W-9 using any of the following methods: by uploading and attaching to bid response; by emailing the W-9 to the buyer named on the cover page of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201.

#### **4.2 EVALUATION**

Failure to provide all requested information may be cause for rejection of bid.

Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The City of Columbia reserves the right to award to more than one towing company. Award will either be issued as a primary and secondary vendor or a split award of the line items.

**PRICING PAGE**

To furnish all labor, materials, and services necessary to complete the work described in this bid document, state firm fixed unit pricing for the items in the following table:

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE (EA)</b>
<b>1</b>	<b>TOWING OF CITY-OWNED VEHICLES:</b>	
1.1	¾ TON OR LESS STANDARD TOW  Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.	
1.2	1 TON STANDARD TOW  Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.	
1.3	GREATER THAN 1 TON STANDARD TOW  Including normal hookup and tow to any location with the City limits or within 15 mile radius of City limits.	
1.4	FLAT TIRE REPAIR/CHANGE  Per occurrence (associated with towing service).	
1.5	JUMP START  Per occurrence (associated with towing service).	
1.6	PULL AXLE  (associated with towing service)	
1.7	PULL DRIVE SHAFT  (associated with towing service)	
1.8	EXTRA MAN, LABOR  (associated with towing service)	

2	FLAT TIRE REPAIR/CHANGE  Per occurrence (not associated with two service) - at garage	
3	FLAT TIRE REPAIR/CHANGE  Per occurrence (not associated with tow service) - not at garage	
4	TOWING FOR ENVIRONMENTAL HEALTH	
4.1	¾ TON OR LESS VEHICLE TOW  Per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).	
4.2	1 TON VEHICLE TOW  Per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).	
4.3	GREATER THAN 1 TON VEHICLE TOW  Per occurrence, based on information and requirements listed herein. This price to be a flat fee for a standard tow (vehicle easily accessible with no maneuvering around other obstacles).	
4.4	¾ TON OR LESS VEHICLE TOW  Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	
4.5	1 TON VEHICLE TOW  Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	
4.6	GREATER THAN 1 TON VEHICLE TOW  Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	
5	FOR WRECKS OR OTHER SPECIAL RECOVERY EFFORTS, THE CITY UNDERSTANDS THE CONTRACTOR MAY NEED TO SUPPLY AN ADDITIONAL WRECKER, AND THERE MAY BE ADDITIONAL TIME AND	

	MANPOWER REQUIRED. PROVIDE PRICING FOR THIS SERVICE BASED ON 15 MINUTE INCREMENTS ABOVE THE STANDARD RATES ALREADY LISTED.	
5.1	SMALL - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	Per 15 minutes
5.2	MEDIUM - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	Per 15 minutes
5.3	HEAVY - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	Per 15 minutes
5.4	SMALL - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	Per mile
5.5	MEDIUM - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	Per mile
5.6	HEAVY - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	Per mile
5.7	SMALL - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	Per 15 Minutes
5.8	MEDIUM - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	Per 15 Minutes
5.9	HEAVY - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	Per 15 Minutes

**COOPERATIVE CONTRACT PRICING**

Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative?

(Not responding to this question will not impact the evaluation of this bid.)

YES \_\_\_ NO \_\_\_

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Instructions and General Conditions of Bidding. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the City of Columbia or when a Notice of Award is signed and issued by the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia

**BIDDERS SIGNATURE:**

FIRM: \_\_\_\_\_

INDIVIDUAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

Form W-9 (Rev. 10-2007)

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**EXHIBIT B**  
**NOTICE TO VENDORS**

**Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>





**CITY OF COLUMBIA, MISSOURI**  
**RFQ Formal/Informal Bids**

**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

**INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING**

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
- b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
- c. The term "City" means City of Columbia, MO.
- d. The term "City Council" means the governing body of the City of Columbia, MO.
- e. The term "contractor" means the bidder awarded a contract under this bid document.

1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
  - **Submission of Hard Copy Paper Bids:** Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
  - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
2. **Purchase Orders:** Purchase orders resulting from this bid will be issued to the company signing and submitting this bid form. The invoice must be submitted by the company shown on the purchase order.
3. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
4. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

6. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A tax exemption letter will be furnished if required.
7. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
8. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
9. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
10. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
12. **Addenda:** The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said bid. In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
13. **Receipt and Opening of Advertised Sealed Bids:** The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
  - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
  - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

13. **Withdrawal of Bids:** Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
  - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
  - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
  - c. **Changes in pricing,** terms or conditions will not be permitted after the deadline for receipt of bids.
14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for re-submittal at the new date and time of bid closing.
15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
16. **Bid Acceptance:** A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
23. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
24. **Contract Changes:** The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
25. **Disputes:** If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
26. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the goods or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
31. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
34. **Debarment and Suspension:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

35. **Americans with Disabilities Act:** The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals are encouraged to participate in bidding and performance of City contracts. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

# City of Columbia Purchasing

## Bid Information

Bid Owner Sophie Dubbels  
 Email [smdubbel@gocolumbiamo.com](mailto:smdubbel@gocolumbiamo.com)  
 Phone 1 (573) 874 7687  
 Fax  
 Bid Number 32/2017  
 Title TOWING SERVICES T&S  
 Bid Type RFO-F  
 Issue Date 01/31/2017  
 Close Date 2/28/2017 02:00:00 PM (CT)

## Contact Information

Address  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

## Ship to Information

Address  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

## Supplier Information

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

## Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Bid Notes

**BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY, (hard paper copy) PRINT THE "INVITATION" LISTED UNDER "DOCUMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.**

## Bid Activities

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	RFQ 32.2017 Towing Services T&S.pdf	RFQ #32.2017
Header	E-Verify Exhibit.pdf	E-Verify
Header	Standard Risk Insurance Clause 2015 (3).pdf	Insurance Requirements

Header W-9 form.pdf W-9 Form  
 Header Terms & Conditions  
 Terms\_&\_Conditions\_of\_Ebidding\_-\_Revised\_8-26-13.pdf

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Towing Services, as needed and as requested, from date of award through one year. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	_____ (Required)
2	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	_____ (Required)
3	Payment Terms	Indicate Payment Terms:	_____ (Required)
4	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.	_____ (Required)
5	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	_____ (Required)
6	Contract Administration Contact	Provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. Name/Job Title/Phone/Fax/Email	_____ (Required)

- 7 STAFF Provide a list of tow truck drivers in your employ and provide the type of drivers license, the type of experience the drivers have, and any other certifications/qualifications they possess. \_\_\_\_\_ (Required)
- 8 RECORDS AND INVOICING The contractor must maintain adequate records of every vehicle towed for the City, showing the following:  
 • Location where vehicle is picked up  
 • Make, Model, and year of vehicle  
 • License plate number/state \_\_\_\_\_ (Required)
- 9 BILLING AND PAYMENT Rates charged by the Contractor for services under this agreement shall not be in excess of those submitted in your bid. The City Finance/Accounts Payable Division will process payment of submitted invoices within (30) days from receipt. Invoices must be itemized and include the City Purchase Order number, and details of the tow: the date, location, type of vehicle, license plate number, time expended and rate charged, mileage where appropriate, and owner's name. \_\_\_\_\_ (Required)
- 10 CALL CANCELLATION The Contractor agrees that when he responds to a call and the call is cancelled before work or service at the scene is performed, there will be no charge to the City or the owner of the vehicle. \_\_\_\_\_ (Required)
- 11 ALTERNATE NAMES If bidder has done business under a different name and/or location, bidder shall provide those names and locations. \_\_\_\_\_ (Required)
- 12 FAILURE TO COMPLETE WORK If bidder has ever failed to complete any work awarded to company, provide details as to the situation and reasons why. \_\_\_\_\_ (Required)
- 13 REFERENCES List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary. \_\_\_\_\_ (Required)
- 14 STORAGE FACILITIES Provide a complete description of the proposed storage facilities, including location. Bidders may provide photographs and facility layout to help with this. This may be uploaded as a response attachment if submitting bid electronically. \_\_\_\_\_ (Required)
- 15 EQUIPMENT LIST Provide a list of trucks/equipment available to you that will be used for this contract. Include the manufacturer/make/year of each with size and towing capacity. \_\_\_\_\_ (Required)
- 16 SCOPE OF WORK BIDDER MUST REFERENCE THE ATTACHED RFQ DOCUMENT FOR THE ENTIRE SCOPE OF WORK. \_\_\_\_\_ (Required)
- 17 Evaluation and Award Evaluation will be made on service specifications, past experience with the bidder, price and lead times. Award will be made to the lowest and best, overall responsive and responsible bidder(s). The award may be placed with more than one vendor if it is deemed in the best interest of the City of Columbia. \_\_\_\_\_ (Required)
- 18 W-9 Submission Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205. \_\_\_\_\_ (Optional)

19 Cooperative Contract Pricing

Would you be willing to offer the same pricing to members \_\_\_\_\_ (Optional)  
of the Mid-Missouri Public Purchasing Cooperative?  
(Not responding to this question will not impact the  
evaluation of this bid.)

**Line Items**

#	Qty	UOM	Description	Response
1	1	PKG	TOWING OF CITY-OWNED VEHICLES	
		Manufacturer:	Manufacturer #:	\$ _____
				Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1		¾ TON OR LESS STANDARD TOW	
			Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.	\$ _____
				(Optional) Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

1.2	1		1 TON STANDARD TOW	
			Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.	\$ _____
				(Optional) Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

1.3	1		GREATER THAN 1 TON STANDARD TOW	
			Including normal hookup and tow to any location with the City limits or within 15 mile radius of City limits.	\$ _____
				(Optional) Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

1.4	1		FLAT TIRE REPAIR/CHANGE	
			Per occurrence (associated with towing service).	\$ _____
				(Optional) Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

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1.5 1 JUMP START  
Per occurrence (associated with towing service).  
\$ \_\_\_\_\_  
(Optional)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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1.6 1 PULL AXLE  
(associated with towing service)  
\$ \_\_\_\_\_  
(Optional)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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1.7 1 PULL DRIVE SHAFT  
(associated with towing service)  
\$ \_\_\_\_\_  
(Optional)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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1.8 1 EXTRA MAN, LABOR  
(associated with towing service)  
\$ \_\_\_\_\_  
(Optional)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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2 1 EA FLAT TIRE REPAIR/CHANGE  
Per occurrence (not associated with two service)  
- at garage  
Manufacturer: \_\_\_\_\_ Manufacturer #: \_\_\_\_\_  
\$ \_\_\_\_\_  
(Optional)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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3 1 EA FLAT TIRE REPAIR/CHANGE

Per occurrence (not associated with tow service)  
 - not at garage

Manufacturer: \_\_\_\_\_ Manufacturer #: \_\_\_\_\_ \$ \_\_\_\_\_  
 (Optional)  
 Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

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4 1 PKG TOWING FOR ENVIRONMENTAL HEALTH

Manufacturer: \_\_\_\_\_ Manufacturer #: \_\_\_\_\_ \$ \_\_\_\_\_  
 Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

Package Line Items:

#	Qty	UOM	Description	Response
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4.1	1		¾ TON OR LESS VEHICLE TOW	
Per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).				\$ _____ (Optional) Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

4.2	1		1 TON VEHICLE TOW	
Per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).				\$ _____ (Optional) Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

4.3	1		GREATER THAN 1 TON VEHICLE TOW	
Per occurrence, based on information and requirements listed herein. This price to be a flat fee for a standard tow (vehicle easily accessible with no maneuvering around other obstacles).				\$ _____ (Optional) Unit Price

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

4.4 1 ¼ TON OR LESS VEHICLE TOW

Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Supplier Notes: \_\_\_\_\_

4.5 1 1 TON VEHICLE TOW

Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Supplier Notes: \_\_\_\_\_

4.6 1 GREATER THAN 1 TON VEHICLE TOW

Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Supplier Notes: \_\_\_\_\_

5 1 PKG FOR WRECKS OR OTHER SPECIAL RECOVERY EFFORTS, THE CITY UNDERSTANDS THE CONTRACTOR MAY NEED TO SUPPLY AN ADDITIONAL WRECKER, AND THERE MAY BE ADDITIONAL TIME AND MANPOWER REQUIRED. PROVIDE PRICING FOR THIS SERVICE BASED ON 15 MINUTE INCREMENTS ABOVE THE STANDARD RATES ALREADY LISTED.

Manufacturer: \_\_\_\_\_ Manufacturer #: \_\_\_\_\_ \$ \_\_\_\_\_  
Unit Price

Supplier Notes: \_\_\_\_\_

Package Line Items:

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

5.1	1		SMALL - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	
-----	---	--	---	--

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per 15 minutes

Supplier Notes: \_\_\_\_\_

5.2 1 MEDIUM - Provide pricing for this service based on 15 minute increments above the standard rates already listed.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per 15 minutes

Supplier Notes: \_\_\_\_\_

5.3 1 HEAVY - Provide pricing for this service based on 15 minute increments above the standard rates already listed.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per 15 minutes

Supplier Notes: \_\_\_\_\_

5.4 1 SMALL - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per mile

Supplier Notes: \_\_\_\_\_

5.5 1 MEDIUM - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per mile

Supplier Notes: \_\_\_\_\_

5.6 1 HEAVY - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per mile

Supplier Notes: \_\_\_\_\_

---

5.7 1 SMALL – Winch service, in addition to tow charge, per 15 minute increments at recovery site.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per 15 minutes

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

---

5.8 1 MEDIUM - Winch service, in addition to tow charge, per 15 minute increments at recovery site.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per 15 minutes

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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5.9 1 HEAVY - Winch service, in addition to tow charge, per 15 minute increments at recovery site.

\$ \_\_\_\_\_  
(Optional)  
Unit Price

Item Notes: Per 15 minutes

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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**CITY OF COLUMBIA, MISSOURI**  
FINANCE DEPARTMENT  
PURCHASING DIVISION

7/16/19  
NOTIFICATION OF CONTRACT RENEWAL

CITY OF COLUMBIA CONTRACT  
32/2017

**CONTRACT PERIOD: April 1, 2019 through March 31, 2020**

The City of Columbia has renewed the above contract with your firm, without price changes, for one additional year per your renewal offer. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
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32/2017	4/1/2019 – 3/31/2020	3 of 5	30736	Slate Towing 809 Hillsdale Rd. Columbia, MO 65201 Attn: Kiffer Slate Phone: 573-886-3368 Email: SlateTowing@gmail.com
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**Contract Description: Towing Services (Multi-Year)**

**Price: See attached**

**Notes from Procurement Officer:**

Sincerely,

Shawna M. Victor, Procurement Officer  
City of Columbia  
Purchasing Division  
(573) 874-7374

Cc: Mike Guilford, Lisa Roland, Gabe Huffington, Kala Wekenborg-Tomka, Aaron Ray, Dave Eagle

CITY OF COLUMBIA, MO  
REQUEST FOR QUOTATION

Subject:32/2017 Addendum 1 (TOWING SERVICES T&S)

SLATE TOWING				Year 1	Year 2	Year 3	Year 4	Year 5
		UOM	QTY					
1	TOWING OF CITY-OWNED VEHICLES	PKG	1	\$350.00				
1.1	¾ TON OR LESS STANDARD TOW Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.	EA	1	\$45.00	\$65.00	\$65.00		
1.2	1 TON STANDARD TOW Including normal hookup and tow to any location within the City limits or within 15 mile radius of City limits.	EA	1	\$55.00	\$80.00	\$80.00		
1.3	GREATER THAN 1 TON STANDARD TOW Including normal hookup and tow to any location with the City limits or within 15 mile radius of City limits.	EA	1	\$145.00	\$175.00	\$175.00		
1.4	FLAT TIRE REPAIR/CHANGE Per occurrence (associated with towing service).	EA	1	\$35.00	\$65.00	\$65.00		
1.5	JUMP START Per occurrence (associated with towing service).	EA	1	\$30.00	\$45.00	\$45.00		
1.6	PULL AXLE (associated with towing service)	EA	1	\$0.00	\$0.00	\$0.00		
1.7	PULL DRIVE SHAFT (associated with towing service)	EA	1	\$0.00	\$0.00	\$0.00		
1.8	EXTRA MAN, LABOR (associated with towing service)	EA	1	\$40.00	\$55.00	\$55.00		

CITY OF COLUMBIA, MO  
REQUEST FOR QUOTATION

Subject:32/2017 Addendum 1 (TOWING SERVICES T&amp;S)

				Year 1	Year 2	Year 3	Year 4	Year 5
<b>SLATE TOWING</b>								
		UOM	QTY					
2	FLAT TIRE REPAIR/CHANGE Per occurrence (not associated with two service) - at garage	EA	1	\$30.00	\$55.00	\$55.00		
3	FLAT TIRE REPAIR/CHANGE Per occurrence (not associated with tow service) - not at garage	EA	1	\$55.00	\$65.00	\$65.00		
4	TOWING FOR ENVIRONMENTAL HEALTH	PKG	1	\$630.00				
4.1	¾ TON OR LESS VEHICLE TOW Per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).	EA	1	\$45.00	\$65.00	\$65.00		
4.2	1 TON VEHICLE TOW Per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).	EA	1	\$55.00	\$80.00	\$80.00		
4.3	GREATER THAN 1 TON VEHICLE TOW Per occurrence, based on information and requirements listed herein. This price to be a flat fee for a standard tow (vehicle easily accessible with no maneuvering around other obstacles).	EA	1	\$185.00	\$210.00	\$210.00		

CITY OF COLUMBIA, MO  
REQUEST FOR QUOTATION

Subject: 32/2017 Addendum 1 (TOWING SERVICES T&S)

				Year 1	Year 2	Year 3	Year 4	Year 5
<b>SLATE TOWING</b>		UOM	QTY					
4.4	¾ TON OR LESS VEHICLE TOW Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	EA	1	\$75.00	\$100.00	\$100.00		
4.5	1 TON VEHICLE TOW Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	EA	1	\$75.00	\$80.00	\$80.00		
4.6	GREATER THAN 1 TON VEHICLE TOW Per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	EA	1	\$195.00	\$195.00	\$195.00		

CITY OF COLUMBIA, MO  
REQUEST FOR QUOTATION

Subject:32/2017 Addendum 1 (TOWING SERVICES T&S)

			Year 1	Year 2	Year 3	Year 4	Year 5	
<b>SLATE TOWING</b>	UOM	QTY						
5	FOR WRECKS OR OTHER SPECIAL RECOVERY EFFORTS, THE CITY UNDERSTANDS THE CONTRACTOR MAY NEED TO SUPPLY AN ADDITIONAL WRECKER, AND THERE MAY BE ADDITIONAL TIME AND MANPOWER REQUIRED. PROVIDE PRICING FOR THIS SERVICE BASED ON 15 MINUTE INCREMENTS ABOVE THE STANDARD RATES ALREADY LISTED.	PKG	1	\$247.50				
5.1	SMALL - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	EA	1	\$30.00	\$30.00	\$30.00		
5.2	MEDIUM - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	EA	1	\$40.00	\$30.00	\$30.00		
5.3	HEAVY - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	EA	1	\$50.00	\$50.00	\$50.00		
5.4	SMALL - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	EA	1	\$3.50	\$3.50	\$3.50		
5.5	MEDIUM - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	EA	1	\$4.00	\$4.00	\$4.00		
5.6	HEAVY - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits.	EA	1	\$5.00	\$5.00	\$5.00		

CITY OF COLUMBIA, MO  
REQUEST FOR QUOTATION

Subject:32/2017 Addendum 1 (TOWING SERVICES T&amp;S)

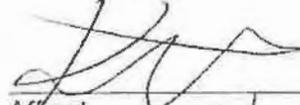
				Year 1	Year 2	Year 3	Year 4	Year 5
<b>SLATE TOWING</b>								
5.7	SMALL – Winch service, in addition to tow charge, per 15 minute increments at recovery site.	EA	1	\$30.00	\$30.00	\$30.00		
5.8	MEDIUM - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	EA	1	\$35.00	\$30.00	\$30.00		
5.9	HEAVY - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	EA	1	\$50.00	\$50.00	\$50.00		

CITY OF COLUMBIA, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Boone )  
 )SS.  
State of Missouri )

My name is Christopher "Kiffer" Slate am an authorized agent of Slate Towing (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

  
\_\_\_\_\_  
Affiant  
Kiffer Slate  
\_\_\_\_\_  
Printed Name  
Christopher Slate

Personally appeared before me, a Notary Public, within and for the County of Boone

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 16<sup>th</sup> day of July, 2019  
My Commission expires 9-23, 2020

  
(Notary Public)

Page 2 of 2  
SHARON C. HENDERSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires 9/23/2020  
Commission # 12642715



CITY OF COLUMBIA  
PURCHASING DIVISION

Shawna Victor, Procurement Officer  
701 E Broadway, 5<sup>th</sup> Floor  
COLUMBIA, MO. 65201  
Phone: (573) 874-7374  
[shawna.victor@como.gov](mailto:shawna.victor@como.gov)

CONTRACT RENEWAL REQUEST

I-70 Towing LLC  
2116 Vandiver Dr.  
PO Box 30665  
Attn: Cindy Bezler  
Phone: 573-449-3336  
Email: [Cindy@I70Towing.com](mailto:Cindy@I70Towing.com)

The City of Columbia is considering the option to renew the contract listed below for one additional year effective **April 1, 2019 through March 31, 2020**. Please advise as soon as possible, by return mail or email, your firm's intent to continue this contract at current terms and pricing.

Please note on an attachment any changes to prices, if applicable, for the next contract year. If a price increase is requested, please provide a brief explanation stating why the increase is required.

**Please see attached for current pricing.**

As a vendor, you agree to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act. This includes those regulations governing employment practices.

**We are required to obtain the attached affidavits on all service contracts. This will include a Work Authorization**

Sincerely,

**Shawna M. Victor**  
City of Columbia, Purchasing Division

CONTRACT NUMBER: 32/2017  
CONTRACT DESCRIPTION: Towing Services – Light and Heavy Tows T&S  
AWARD DATE: April 1, 2019 through March 31, 2020  
CONTRACT YEAR: 3 of 5

Yes, Accept Renewal with No Price Increase (X)	No, I Decline Contract Renewal (X)	Accept Renewal with Attached Price Changes (X)
X		

Price Increase Explanation \_\_\_\_\_

Authorized Signature 

Cc: Mike Guilford, Lisa Roland, Gabe Huffington, Kala Wekenborg-Tornka, Aaron Ray, Dave Eagle

184 -2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI



April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

21st

day of

April

2020

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 State of Missouri Cooperative Contract CC181185004 for Automatic External Defibrillators and Accessories with Phillips Healthcare of Nashville, Tennessee.

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

Done this 21st day of April 2020.

ATTEST:

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

*Daniel 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

**Liz Palazzolo**  
Senior Buyer



613 E. Ash, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Liz Palazzolo, CPPO, C.P.M.  
**DATE:** March 12, 2020  
**RE:** Award of Contract CC181185004 – Automatic External Defibrillator and Accessories Countywide Term & Supply (Co-op contract – State of Missouri)

The Purchasing Department requests permission to award contract CC181185004 for Automatic External Defibrillators and Accessories with Philips Healthcare of Nashville, Tennessee. This is a cooperative contract established by the State of Missouri using a NASPO Valuepoint contract.

The contract runs through October 04, 2020 and it has two (2) one-year renewal options available.

This is a countywide term and supply contract.

/lp

cc: Contract File

**PURCHASE AGREEMENT FOR  
AUTOMATIC EXTERNAL DEFIBRILLATOR AND ACCESSORIES**

**THIS AGREEMENT** dated the 21st day of April 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Philips Healthcare, a division of Philips Healthcare North America LLC** 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 Term and Supply contract for **Automatic External Defibrillator and Accessories** in compliance with all bid specifications and any addendums issued for State of Missouri Contract Number **CC181185004** and Boone County's 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 the original bid response may be permanently maintained in the County Purchasing Office and/or the State of Missouri contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and State of Missouri Contract # **CC181185004**, including Boone County's Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on the **Date of Award** (noted above) and **extend through October 04, 2020** with two (2) subsequent one-year renewal options available, subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Automatic External Defibrillator and Accessories in accordance with contract pricing of State of Missouri Contract CC181185004 (See Attachment One).

4. **Delivery** - Contractor agrees to deliver 30 calendar days ARO.

5. **Billing and Payment** - All billing shall be invoiced to the County department that places the order and may only include the pricing consistent with State of Missouri Contract **CC181185004**. No additional fees for delivery or extra services not included in State of Missouri Contract **CC181185004** or taxes shall be included as additional charges in excess of the charges in State of Missouri Contract **CC181185004**. 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 Contractor, 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. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

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.

**PHILIPS HEALTHCARE**  
A division of PHILIPS NORTH AMERICA LLC

DocuSigned by:  
By Margaret Messelaar  
755991F885F4459...

Title Director Commercial Contracts

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner  
B04E84CE69E1E8...

APPROVED AS TO FORM:

DocuSigned by:  
[Signature]  
County Counselor  
7D710EA88D745D...

ATTEST:

DocuSigned by:  
Brianna L Lennon by MT  
County Clerk  
7D82DA986BF6495...

**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.)

County-Wide Term & Supply

DocuSigned by:  
[Signature]  
4147B4E3F1C847D...

4/3/2020

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Signature Date Appropriation Account

## STANDARD CONTRACT 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

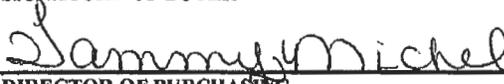
Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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.



## NOTICE OF AWARD

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

CONTRACT NUMBER CC181185004	CONTRACT TITLE Automatic External Defibrillator and Accessories
AMENDMENT NUMBER N/A	CONTRACT PERIOD March 6, 2020 through October 04, 2020
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 1334291150 0 / MB00004593
CONTRACTOR NAME AND ADDRESS Philips Healthcare 414 Union Street, Floor 3 Nashville, TN 37219	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various Agency Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  In accordance with section 34.046, RSMo, contract CC181185004 between the State of Missouri and Philips Healthcare is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document, Addendum #1 dated 1/24/18 and Addendum #2 dated 11/14/18.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: <a href="mailto:tammy.michel@oa.mo.gov">tammy.michel@oa.mo.gov</a> Phone: (573) 751-3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/5/2020
DIRECTOR OF PURCHASING   Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CC181185004  
REQ NO.: N/A  
TITLE: AUTOMATIC EXTERNAL DEFIBRILLATOR  
AND ACCESSORIES

BUYER: TAMMY MICHEL  
PHONE NO.: (573) 751-3114  
E-MAIL: [tammy.michel@oa.mo.gov](mailto:tammy.michel@oa.mo.gov)

TO: PHILIPS HEALTHCARE  
3000 MINUTEMAN ROAD  
ANDOVER, MA 01810

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR  
MAIL/COURIER:

SCAN AND E-MAIL TO:	<a href="mailto:tammy.michel@oa.mo.gov">tammy.michel@oa.mo.gov</a>
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

STATE OF MISSOURI  
VARIOUS AGENCY LOCATIONS

The Contractor hereby agrees to provide the services and/or supplies described in the attached NASPO ValuePoint/State of Oklahoma Master Agreement #OK-SW-300 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
Philips Healthcare a division of Philips North America LLC			
MAILING ADDRESS			
3000 Minuteman Rd			
CITY, STATE, ZIP CODE			
Andover MA 01810			
CONTACT PERSON		EMAIL ADDRESS	
Laura Hays		Laura.Hays@Philips.com	
PHONE NUMBER		FAX NUMBER	
978-659-2512			
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt <input checked="" type="checkbox"/> LLC			
AUTHORIZED SIGNATURE		DATE	
Margaret		Margaret	
Messalear			
PRINTED NAME		Date: 2019.08.27 10:53:52	
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Contract CC181185004

Page 2

**CONTRACT TITLE:           AUTOMATIC EXTERNAL DEFIBRILLATORS (AED'S)  
AND ACCESSORIES**

**CONTRACT PERIOD:       DATE OF AWARD THROUGH OCTOBER 4, 2019**

Contract CC181185004 is awarded by the State of Missouri consisting of the following:

- ❖ The attached NASPO ValuePoint / State of Oklahoma Master Agreement #OK-SW-300 signed by the State of Oklahoma on December 12, 2017,
- ❖ The attached Participating Addendum Master Agreement, and
- ❖ The attached AED Units and Accessories Solicitation #SW17300 issued by the State of Oklahoma / NASPO ValuePoint on November 29, 2016.

The contractor shall provide automatic external defibrillators (AED's) and accessories, to the State of Missouri, including political subdivisions and/or governmental entities in accordance with the NASPO ValuePoint / State of Oklahoma Master Agreement #OK-SW-300, as may be amended. All references to the State of Oklahoma in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Oklahoma, such as background information, statistical/factual information, etc.

Philips Healthcare agrees upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding contract shall exist between Philips Healthcare and the State of Missouri.

The contractor shall submit invoices for AED Units and Accessories, provided for the State of Missouri to the ordering entity.

**1.       GENERAL CONTRACTUAL AND PERFORMANCE REQUIREMENTS:**

**1.1     Federal Funds Requirement:**

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

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

**1.2     Debarment Certification:**

1.2.1   The contractor certifies by signing the signature page of this original document and any addendum signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment, etc., Exhibit A with their response. This document must be satisfactorily completed prior to award of the contract.

**1.3     Contractor's Personnel:**

- 1.3.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 1.3.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 1.3.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 1.4 Cooperative Procurement Program:**
- 1.4.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide AED Units and Accessories as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due to the contractor by such governmental entities.
- 1.5 Missouri Statewide Contract Quarterly Administrative Fee:**
- 1.5.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 1.5.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 1.5.3 Payments shall be made using one of the following acceptable payment methods:
- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
  - **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- 1.5.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If

submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**1.6 Missouri Statewide Contract Quarterly Administrative Fee Report:**

1.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

1.6.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

1.6.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://content.oe.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

a. **Mall:** Division of Purchasing  
P.O. Box 809, Jefferson City, MO 65102-0809  
OR  
Division of Purchasing  
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. **Fax:** (573) 526-9815

c. **Email:** [ereports@oe.mo.gov](mailto:ereports@oe.mo.gov)

1.6.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**1.7 Missouri Statewide Contract Quarterly Usage Report:**

1.7.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.

Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 1.7.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 1.7.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 2 which is downloadable from <http://content.oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).
- 1.7.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.



**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

**TERMS AND CONDITIONS**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

**3. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

**4. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**5. CONFLICT OF INTEREST**

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.

**6. 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 state, (2) be fit and sufficient for the purpose intended, (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 state's acceptance of or payment for said equipment, supplies, and/or services.

**7. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action

have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### 8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### 9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### 10. INVENTIONS, PATENTS AND COPYRIGHTS

Phillips shall indemnify, defend, and hold harmless the State of Missouri against any new claim that a Phillips Product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that State of Missouri: (i) provides Phillips prompt written notice of the claim; ~~(ii) grants Phillips full and complete information and assistance necessary for Phillips to defend, settle, or avoid the claim; and, (iii) gives Phillips sole control of the defense or settlement of the claim.~~ (ii) Provides Phillips with all reasonably requested information necessary for Phillips to defend, settle or avoid the claim and (iii) gives Phillips sole control of the defense or settlement of the claim. Phillips shall not settle in any way which requires the State of Missouri to admit fault or pay any monies without consent of the State of Missouri. The provisions of this section shall not apply in the event of any sale or other transfer of the product by the State of Missouri.

In the event: (a) a Phillips' product is found or believed by Phillips to infringe such a claim; or (b) State of Missouri has been enjoined from using the Phillips' product pursuant to an injunction issued by a court of competent jurisdiction, Phillips may, at its option,: (i) procure the right for the State of Missouri to use the product; (ii) replace or modify the product to avoid infringement; or (iii) refund to the State of Missouri a portion of the product purchase price upon the return of the original product. Phillips shall have no obligation for any claim of infringement arising from Phillips' compliance with the State of Missouri's designs, specifications, or instructions; Phillips' use of technical information or technology supplied by the State of Missouri; modifications to the product by State of Missouri or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Phillips Product after Phillips has advised State of Missouri, in writing, to stop use of the Phillips Product in view of the claimed infringement. Phillips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Phillips entire obligation and liability for claims of infringement, and the State of Missouri's sole remedy in the event of a claim of infringement.

### 11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;

- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **12. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **13. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

## **14. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Revised 08/17/15

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**AUTOMATIC EXTERNAL  
DEFIBRILLATORS & ACCESSORIES**  
Led by the State of Oklahoma

Master Agreement #: OK-SW-300

Contractor: **PHILIPS HEALTHCARE,  
A DIVISION OF PHILIPS NORTH AMERICA, LLC**

The following products or services are included in this contract portfolio:

- Contract and Category Award:

Oklahoma RFP SW17300 – AED Units and Accessories

**Category I: Public Access and Infrequent User AEDs**

**Category II: First Responders AEDs**

**Category III: Professional Defibrillators**

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the NASPO ValuePoint automatic external defibrillator and accessories led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor – Philips Healthcare

Name:	Margaret Messelaar, Director Commercial Contracts
Address:	222 Jacobs Street, 3 <sup>rd</sup> Floor, Cambridge MA 02141
Telephone:	(800) 923-7372
Fax:	(800) 947-3299
Email:	Margaret.messelaar@philips.com

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**AUTOMATIC EXTERNAL  
 DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

Participating Entity

Name:	Tammy Michel
Address:	State of Missouri, Office of Administration, Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101
Telephone:	(573) 751-3114
Fax:	(573) 526-9816
Email:	Tammy.michel@oa.mo.gov

4. Participating Entity Modifications or Additions to the Master Agreement:

- Servicing subcontractors are not authorized under this agreement
- For informational purposes, the contractor is requested to complete **Attachment 1** of this Participating Addendum regarding their economic impact to the State of Missouri.

5. Lease Agreements: The State of Missouri will not purchase lease agreements.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**AUTOMATIC EXTERNAL  
 DEFIBRILLATORS & ACCESSORIES**  
 Led by the State of Oklahoma

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <i>State of Missouri</i>	Contractor: Philips Healthcare a division of Philips North America LLC
Signature: 	Signature: 
Name: <i>Karen S. Boeger</i>	Name: Thuy Hong
Title: <i>Director, Div of Purchasing</i>	Title: Manager, Contract Manager
Date: <i>2/26/20</i>	Date: 2/14/2020

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	(503) 428-5705
Email:	thay@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to***  
***PA@naspovaluepoint.org***  
***to support documentation of participation and posting in appropriate data bases.]***

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**AUTOMATIC EXTERNAL  
DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

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**ATTACHMENT 1**

**Missouri Economic Impact:** The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under Missouri Contract Number CC181185004 is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Within the state of Missouri, we only have location with 7 active employees associated with it. Representation as of 1/1/20 for this location is approx. 86% male; 14% female. Representation for ethnicity/race is approx. 86% non-minority; 14% minority.

Facility details: 2039 Concourse Drive, West Plains Industrial Park, St. Louis, 63146, (7) employees, main use: manufacturing. 1,021 square meters.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number CC181185004.

Automated external defibrillator devices and accessories as listed on contract

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

2019 withholding breakdown

Authority	Wages	Withholding
MO	\$10,854,569.05	\$494,881.00
St Louis	\$264,660.25	\$2,646.64

Philips North America Sales and Consumer use taxes for 2019 in Missouri

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**AUTOMATIC EXTERNAL  
 DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

Philips North America, LLC - 2019		
Missouri	Sales	Consumers Use
January	\$4,786.06	\$13,444.72
February	\$21,673.93	\$13,623.67
March	\$13,195.92	\$11,325.12
April	\$6,624.37	\$22,612.79
May	\$14,400.34	\$12,914.47
June	\$13,393.24	\$7,144.49
July	\$13,609.80	\$8,714.03
August	\$19,850.64	\$6,834.78
September	\$24,066.15	\$12,579.26
October	\$404.92	\$11,573.97
November	\$785.52	\$4,989.91
December	\$673.76	\$16,236.57
<b>Totals</b>	<b>\$133,464.65</b>	<b>\$141,993.78</b>

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

Not applicable

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

Not applicable

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**AUTOMATIC EXTERNAL  
DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

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6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

Not applicable



**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD**  
**AED UNITS AND ACCESSORIES**

**Office of Management and Enterprise Services**  
**Central Purchasing Division**  
**5005 North Lincoln Boulevard**  
**Oklahoma City, OK 73105**

**And**

**Philips Healthcare,**  
**A division of Philips North America, LLC**  
**3000 Minuteman Road**  
**Andover, MA 01810**

Master Agreement Number: OK-SW-300

You are hereby notified that your response to Solicitation SW17300, which opened November 29, 2016, is accepted. The following documents are incorporated herein by reference and constitute the entire Contract between you and the State: 1) A Participating Entity's Participating Addendum ("PA"); 2) This NASPO ValuePoint Master Price Agreement which includes Exhibit A - Terms and Conditions, Exhibit B - Scope of Work, and Exhibit C - Price and Cost Proposal; 3) The Request for Proposal; and 4) The Contractor's response to the Request for Proposal.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Contract to be duly executed intending to be bound thereby.

<b>STATE OF OKLAHOMA</b> <b>Ferris J. Barger, State Purchasing Director</b>	<b>CONTRACTOR</b> <b>Philips Healthcare,</b> <b>a division of Philips North America, LLC</b>
By: 	By:  Digitally signed by Margaret Messelaar DN: cn=Margaret Messelaar, o=Philips Healthcare a division of Philips North America LLC, ou=Director Commercial Contracts, email=margaret.messelaar@philips.com, c=US
Date: 12/12/17	Date:  Messelaar Title: _____ Date: 2017.12.01 17:19:42 -05'00'

*\*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.*

Contractor  
 Philips Healthcare  
 a division of Philips North America LLC  
 By:  Digitally signed by Mark Mattern  
DN: cn=Mark Mattern, o=Philips Healthcare a division of Philips North America LLC, ou=Director Commercial Contracts, email=mark.mattern@philips.com, c=US  
 Date: 2017.12.04 18:18:21 -05'00'  
 Mark Mattern  
 Title: Head of Finance, North America  
 Date: 12/4/2017

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**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD  
SUMMARY**

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1. **Scope of Work Defined.** The goal of this Master Agreement is provide a vehicle in which Participating States/Purchasing Entities can obtain Automated External Defibrillator (AED) units, accessories, and service and support options in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Master Agreement is to contract with qualified offerors to provide AED units, accessories, and service and support options for all Participating States. The objective is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities.
  
2. **Categories of Products Offered.** This Master Agreement will offer the following categories of products: Public Access and Infrequent User AEDs; First Responder AEDs; and Professional Defibrillators.
  
3. **Master Agreement Order of Precedence.** Any Order placed under this Master Agreement shall consist of the following documents:
  - (1) Participating Entity's Participating Addendum ("PA");
  - (2) Oklahoma NASPO ValuePoint Master Agreement Award;
    - a. Summary;
    - b. General Terms, Conditions, and Instructions;
    - c. NASPO ValuePoint Terms and Conditions;
    - d. Scope of Work; and
    - e. Price and Cost Proposal.
  - (3) A Purchase Order issued against the Master Agreement;
  - (4) The Solicitation; and
  - (5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions contained in Response, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD  
EXHIBIT A – TERMS AND CONDITIONS**

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**A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS**

**1. Period of Performance**

The initial term of the master agreement shall be 1 (one) year with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Section B of this Exhibit) which typically extend the original contract period for four (4) additional years.

**2. Contract Administrator**

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of the RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and this resulting Master Agreement. The Lead State Contract Administrator designated by the State of Oklahoma, OMES Central Purchasing is:

Theresa Johnson Strategic Initiatives Purchasing Officer  
State of Oklahoma, OMES Central Purchasing  
5005 N. Lincoln Blvd., STE 300  
Oklahoma City, OK 73105  
Theresa.Johnson@omes.ok.gov  
Phone: 405/522-1077

**3. Authorized Users**

This Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

**4. Definitions**

“Lead State” means the State conducting this cooperative procurement, evaluation, and award and centrally administering any resulting Master Agreement(s)

“Offeror” means the company or firm who submits a proposal in response to this Request for Proposal.

“Proposal” means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

**5. Certification of Non-Debarment**

By submitting a response to this solicitation the prospective primary participant and any other subcontract certifies to the best of their knowledge and belief, that they and their principals or participants:

Participants:

- 5.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
- 5.2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 5.3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above this certification; and
- 5.4. Have not with a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.  
Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

**6. Insurance**

The Contractor agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

**7. Governing Laws and Regulations**

This procurement is conducted by the regulations and the laws of the State of Oklahoma. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Oklahoma County, Oklahoma. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

**8. NASPO ValuePoint Administrative Fee and Reporting Requirements**

Contractor agrees to pay a NASPO ValuePoint administrative fee as specified Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage

reporting requirements are prescribed by Section 27 of NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

Contractor shall identify the person responsible for providing the mandatory usage reports. (This information must be kept current during the contract period). Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

**9. NASPO ValuePoint eMarket Center**

Contractor agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions. Refer to Attachment A, Section 36, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements. Those terms and conditions require as a minimum that the Offeror agree to participate in development of ordering instructions. Proposer shall respond how they can support the eMarket Center in the Proposal through either a hosted catalog or punchout solution.

**10. Cost, Prices, and Rates**

Prices and rates shall include all anticipated charges, including, but not limited to, standard freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs and expenses incidental to the Offeror's performance. Any travel costs must be included in the cost of the products and services offered under this Master Agreement. No billing for travel will be allowed under this Master Agreement.

Pricing will remain fixed for the initial term of this Master Agreement, which is one year. Any request for price or rate adjustment following the initial Master Agreement term is subject to the requirements of Section of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

**11. Oklahoma Open Records Act**

This Master Agreement and all proposal and other materials submitted in response to Solicitation SW#17300 shall be the property of the State of Oklahoma and subject to the Oklahoma Open Records Act.

**12. Contractor Single Point of Contact**

All Offerors were to include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State may contact in regards to this Master Agreement.

**B. NASPO VALUEPOINT TERMS AND CONDITIONS**

**1. Master Agreement Order of Precedence**

Any Order placed under this Master Agreement shall consist of the following documents:

- (1) Participating Entity's Participating Addendum ("PA");

(2) Oklahoma NASPO ValuePoint Master Agreement Award;

- a. Summary;
- b. General Terms, Conditions and Instructions;
- c. NASPO ValuePoint Terms and Conditions;
- d. Scope of Work;
- e. Price and Cost Proposal.

(3) A Purchase Order issued against the Master Agreement;

(4) The Solicitation; and

(5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions contained in Response, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

## **2. Definitions**

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product. Acceptance shall occur not later than thirty (30) business days after the date of delivery of the products to the Participating or Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c) (3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement

officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products. Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

**NASPO ValuePoint Program Provisions**

**3. Term of the Master Agreement**

The initial term of this Master Agreement is for one (1) years. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

**4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

## **5. Participants and Scope**

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that

procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

#### **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 7.26 a. shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

#### **7. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity

bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment I – Usage Reporting Template

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

**9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

**10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO Value Point's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

**11. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

**12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement which include the Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions, and applicable Participating Addendum and will have

the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

#### **Administration of Orders**

#### **13. Ordering (Negotiated)**

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document in compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal; and
- (6) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

**14. Shipping and Delivery (Negotiated)**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all standard ground transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the item description, brand and manufacturer product number, quantity, and the Ordering Entity's Purchase Order number.

**15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**16. Inspection and Acceptance (Negotiated)**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance, which shall not be later than thirty (30) days after the date of delivery of the products to the Participating or Purchasing Entity. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned

pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

**17. Payment**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

**18. Warranty (Negotiated)**

Products purchased pursuant to this Master Agreement are subject to the terms and conditions set forth in Exhibit A, Contractor's Terms and Conditions of this Master Agreement.

**19. Title of Product (Negotiated)**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee. The Embedded Software may not be reverse engineered, decompiled, altered, or transferred. Purchasing Entity agrees that it will not attempt to defeat any copy protection mechanism.

**20. License of Pre-Existing Intellectual Property**

a. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, and non-transferable license to use, publish, translate and reproduce any tangible media associated with the sale of the Product, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

**General Provisions**

**21. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M.

Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after

Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating

States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **22. Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity

against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

### **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor

shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

#### **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

#### **25. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

#### **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's Proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's Proposal.

#### **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

#### **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

## **29. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by unusually severe weather, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The

Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and

- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase

Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable

Participating Addendum with respect to an Order placed by the Purchasing Entity.

Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **32. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from

act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) Specified by the Contractor to work with the Product; or

(c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor.

If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

#### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**35. Governing Law and Venue**

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**36. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**37. Contract Provisions for Orders Utilizing Federal Funds.**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

**38. Leasing or Alternative Financing Methods.**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and

conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data once per quarter to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item.

Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing, etc.) must be pre-approved by the Lead

State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in Page 21 of 22 NASPO ValuePoint Master Agreement Ts and Cs, (November 2015) the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center

on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offerings the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating

Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO

ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase

Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Page 22 of 22 NASPO ValuePoint Master Agreement Ts and Cs, (November 2015) Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. **Applicability:** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs. **(March 2016)**

**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD  
EXHIBIT A - CONTRACTOR'S TERMS AND CONDITIONS  
CONTAINED IN CONTRACTOR'S RESPONSE  
AS REVISED AND ACCEPTED BY THE LEAD STATE**

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**1. Use of Licensed Software**

Contractor grants Customer a nonexclusive and transferable right to use the computer software package ("Licensed Software"). The License shall continue as long as Customer continues to own the product. Should Customer transfer the computer software package, the right to use the Licensed Software shall transfer with it. The License does not include any right to use the Licensed Software for purposes other than operation of the product. The License shall not affect the exclusive ownership by Contractor of the Licensed Software or any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Contractor related to the Licensed Software.

Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software. The Licensed Software will be used only on the products provided under this Master Agreement. Customer may transfer the Licensed Software in connection with the sale or transfer of the products provided under this Master Agreement.

**2. LIMITED WARRANTY.**

Philips Healthcare ("Philips") warrants that HeartStart FR2 series, HeartStart HS1 series, HeartStart FRx, and HeartStart FR3 defibrillators (and related accessories for these defibrillators described herein) sold by Philips or an authorized Philips distributor, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Philips for such products and shall be substantially free from defects in material and workmanship for the warranty period specified. The HeartStart FR2 series and FR3 defibrillators are warranted for five (5) years from the date of shipment by Philips. The HS1 series and FRx defibrillators are warranted for eight (8) years from the date of shipment by Philips. Disposable defibrillation pads are warranted until the expiration date listed on the package. HeartStart FR2 series, HS1 series, and FRx non-rechargeable lithium batteries are warranted for four (4) years, and the FR3 battery for three (3) years, from the date of installation, provided the battery is installed by the shelf-life date stated on the battery. For all other accessories for the FR2 series, HS1 series, FRx, and FR3 defibrillators, Philips warrants such products for 12 months from the date of shipment by Philips. Philips warrants the media on which the data management software copies are contained for a period of 60 days from the date of shipment by Philips. This warranty does not apply to product defects resulting from improper or inadequate maintenance; use of the product with software, supplies or interfaces not supplied by Philips; use or operation of the product other than in accordance with Philips product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized repair or modification to the product ("Warranty Exclusions").

Customer's remedy and Philips' liability for breach of the foregoing warranty is as follows. If any product described herein fails to conform to the warranty set forth above, at its sole election (which election shall be made after Philips receives the product), Philips shall repair or replace the product, provided that (a) Philips

receives written notice in a timely manner that such product failed to conform and a detailed explanation of any alleged nonconformity; (b) such product is returned to Philips during the warranty period; and (c) Philips is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. Philips is obligated to this warranty, provided that Philips has given prior consent to have the product returned to it, and the product is returned using a Returned Goods Authorization (RGA) number provided by Philips. In such instance, Philips shall be responsible for the cost of shipping.

**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD**  
**EXHIBIT B – SCOPE OF WORK**

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**A. Contract Awards**

Contract awards will only be made to manufacturers. Manufacturers should include as a part of their response approved distributors through which contract users are able to purchase products awarded on contract. All approved distributors should be identified using the provided form (Attachment E of the RFP). If awarded a contract, manufacturers shall ensure the Lead State Contract Administrator is provided with up to date information regarding the status of approved distributors. New distributors should be added using the provided form (Attachment E of the RFP). The Lead State Contract Administrator should be notified in writing, via email, of any distributors that should be removed from the list of approved distributors. Distributors may provide service nationally or locally. The distributor coverage area should be listed in the appropriate section of Attachment E. Each state represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of deploying only resellers approved by the Participating State. The Participating State that chooses to exercise this option will define the process to add and remove resellers in their Participating Addendum. Awards will be made by the following categories: Public Access and Infrequent User AEDs, First Responder AEDs, and Professional Defibrillators. The specifications for each category can be found below. The State reserves the right to issue an award to an Offeror across all responsive categories if an Offeror meets the award criteria for any category or categories.

**B. Additional Products**

Manufacturers awarded a contract have the option of adding additional products at protected prices, where pricing is commensurate with pricing offered in their response. All such additions must be approved by the Lead State Contract Administrator prior to being made available.

**C. Product Specifications**

All Offerors responding must provide detailed device specifications demonstrating their ability to meet or exceed the listed criteria, or provide a justification as to why alternate specifications should be considered. The State will deem any response that does not meet the specifications listed below without providing adequate justification for an alternate bid non-responsive. Additionally, Offerors should classify products as Class 1

– Having No Medical Training or Class 2 – Slight Medical Training, and any other classes as appropriate.

Offerors should include the cost associated with each device being bid separately using the provided Cost Proposal Forms (Attachment C). If cost information is provided outside of the separate cost proposal section, the Lead State reserves the right to redact an Offeror's proposal so that it complies with the requirements of the RFP. Such redaction may have a detrimental effect on the competitiveness of an Offeror's Proposal.

- a. Public Access and Infrequent User AEDs
  - i. The AED must enhance user performance by displaying visual icons or audible prompts.
  - ii. The AED must guide the rescuer in following the proper rescue sequence.

- iii. The AED must utilize a biphasic waveform with maximum energy setting of 200 Joules.
  - iv. The AED must be user configurable to adapt to local and changing protocols.
  - v. The AED must be capable of automatic self-tests of the internal circuitry delivery system.
  - vi. The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time intervals.
  - vii. The AED must offer the capability of a user-activated manual self-test.
  - viii. The AED must include an easily identifiable on/off switch on the front of the device.
  - ix. The AED must have an easy to see status indicator that advises users if the unit requires service.
  - x. The AED must offer an audible tone that sounds if the unit requires service.
  - xi. The AED must record data to an internal memory.
  - xii. The AED must include the ability to download data to a computer.
  - xiii. The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
  - xiv. The electrode must have a shelf life of at least two years.
  - xv. The AED must have a cable length of at least 48 inches.
  - xvi. The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.
  - xvii. The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
  - xviii. The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.
- b. **First Responder AEDs**
- i. The pediatric algorithm must alter the default energy levels the AED delivers to pediatric patients to levels of 50, 70 and 85 Joules.
  - ii. The electrode must offer a CPR rate and depth sensor and an adaptive metronome that assists rescuers in performing proper CPR.
  - iii. The AED must offer disposable, single use, self-adhesive electrode(s) for ease of application.
  - iv. The AED must utilize a biphasic waveform.
  - v. The AED must be capable of operating in semi-automatic and/or manual mode.
  - vi. The AED must have the capability of monitoring a patient with a 3 lead patient cable through ECG electrodes.
  - vii. The energy settings must be user configurable with a pre-set maximum energy setting of 200 Joules or escalating variable energy range up to 360 Joules.
  - viii. The electrode must have a shelf-life of at least two years.
  - ix. The AED must invoke a specific pediatric algorithm when pediatric pads are attached.
  - x. The AED must have an internal memory capable of recording up to 7 hours of continuous information.
  - xi. The internal memory must be configurable to record information on up to four patients.
  - xii. The AED must meet water and particulate ingress ratings of IP55.
  - xiii. The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.
  - xiv. The AED must have multiple user configurable prompts.
- c. **Professional Defibrillator Specifications**

i. **General:**

1. Unit must be able to digitally record ECG on a standard a removable card (optional).
2. Unit must be able to transmit 12-lead ECG information through a fax/modem card.
3. External paddles must be available.
4. Unit shall have a battery that shall be easily and rapidly replaced.
5. Unit shall have an affixed protective roll cage for added device protection.
6. Unit shall have integral carry bags providing an independent location for each cable.
7. Unit shall be able to be tested through multi-function cable or paddles.
8. Unit must provide testing capability which tests: charging, energy delivery, paddles, multi-function cable.
9. Unit must have a test cap to allow multi-function cable testing.
10. Unit must have built-in AC or DC charging as a standard feature.
11. Unit must provide 3 hours typical continuous ECG monitoring time with a new battery.
12. Unit must provide 4 hrs. typical continuous ECG monitoring time with a new Lithium Ion battery.
13. Unit must provide an OPS Clock Sync feature as a standard option.
14. The device must be compatible with the AHA Standards for Advanced Cardiac Life Support basis life support and Pediatric Life Support.
15. The device must be capable of monitoring the ECG with appropriate display and alarm (visual and audible).
16. The device shall provide normal operating capability for ALS users, including semi-automatic external defibrillation, manual defibrillation, synchronized cardio version and external pacing.
17. The unit shall have the capability to do Pulse Oximetry, 12 lead ECG, end-tidal CO2 monitoring, capnography, NIBP, etc.

ii. **Display:**

1. Unit must have a high-resolution color liquid crystal display as a standard feature.
2. Unit must be able to change display from color to black on white or white on black through the push of a button.
3. Unit must have a screen with a sweep speed of 25 mm I sec.
4. Unit must have a screen that provides a minimum viewing time of 4 seconds.
5. Unit must have a display that provides the following information: Heart Rate, Lead/Pads, Alarm On/Off, SpO2, EtCO2, NIBP, AED functions and prompts, defibrillator test function, self-test function, error corrections and faults, Pacer functions, Code markers, alarm selection and limits, delivered energy, joule settings, ECG size, Synchronized cardioversion, optional EtCO2 readings, SpO2 readings and NIBP readings.

iii. **Defibrillator:**

1. Unit must utilize a low energy, constant current biphasic waveform.
2. Unit must have the following energy selections available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150, 200 joules.
3. Unit must meet current AHA specifications for biphasic defibrillation.
4. Unit must allow provider the ability to adjust energy selection controls on device front panel or sternum paddle.

5. Unit must be able to charge to 200 joules in 6 seconds or less with a new fully charged battery.
  6. Unit must display energy selected and delivered on monitor display, strip chart recorder and code summary.
  7. Unit must have synchronized cardioversion capability with "sync" message displayed on monitor.
  8. Unit must have optional paddles that are external anterior/anterior adult and pediatric paddles.
  9. Unit must contain a built in defibrillator tester that tests energy output and continuity of the multifunction cable and paddles documented on strip chart recorder and optional PCMCIA card.
  10. Unit must have a "Multi-function" cable that is field replaceable.
- iv. Recorder:
1. Unit must utilize a thermal strip chart recorder.
  2. Strip chart recorder must use at least 90mm paper width thermal recording paper.
  3. Strip chart recorder must utilize a 6 second delay.
  4. Strip chart recorder must be able to print the following annotations: Time, date, defib. energy, heart rate, pacer output (Pacer version only), QRS sync marker, ECG SIZE, lead, alarm, DEFIB TEST OK/FAIL, ANALYZE ECG, PADS OFF, ANALYSIS HALTED, NOISY ECG, SHOCK ADVISED, NO SHOCK ADVISED, ECG TOO LARGE and diagnostic bandwidth.
  5. Unit must have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.
  6. Strip chart recorder must be able to print 3 leads simultaneously, diagnostic bandwidth and a 4x3 12-lead printout.
- v. Pacemaker:
1. Unit must utilize a constant current 40 ms pace pulse width.
  2. Unit must have a continuously variable current level.
  3. Unit must have a continuously variable pacing rate from 30-180 ppm.
  4. Pacer parameters must be maintained when switching back to defibrillation or monitor mode.
  5. The heart rate alarms must function in the pacing mode.
  6. Unit must have mechanism to allow viewing of intrinsic patient rhythm without losing pacing capture.
  7. Unit must be configurable for initial setting of pacing rate.
  8. Unit must display pacing rate and milliamps on display.
  9. The pacer must continue to deliver life-saving therapy in the event an ECG lead falls off.
  10. Unit must be able to pace through multi-function or pacing electrodes.
- vi. 12- lead ECG:
1. The 12-lead parameter must reside within a defibrillator weighing less than 15 lbs.
  2. The 12-lead parameter must be able to provide a diagnostic 12-lead ECG 4x3 printout by holding the recorder button for two seconds.

3. The 12-lead parameter must be capable of providing a diagnostic 12-lead ECG printout with interpretation by pressing the acquire button in the 12-lead mode.
4. The 12-lead parameter must allow direct transmission of 12- lead ECG via land or cell phone to a standard fax machine.
5. The 12-lead parameter must provide a user configuration that allows the option of printing detailed measurements along with the interpretation.
6. The 12-lead ECG must be capable of being acquired without entering deep menus and without the use of a trim knob.
7. The unit must offer an optional 0.05 to 40 Hz bandwidth.
8. The 12-lead parameter must allow users to easily insert patient name, age and gender using soft keys on the defibrillator.
9. The 12-lead parameter must allow users to print the 12 SLAnalysis, including measurements and patient name, age and gender on 90mm fan-fold paper.
10. The 12-lead parameter must be capable of storing up to 24 pre-programmed telephone numbers facilitating rapid and easy 12-lead ECG transmission.
11. The 12-lead parameter must allow configuration of user defined lead groups for rapid printout and review of pertinent ECG.
12. The 12-lead patient cable must consist of 4 limb leads and a separate V lead cable.
13. The 12-lead patient cable must be capable of providing limb lead signals directly to the defibrillator when only the limb leads are attached.
14. The 12-lead patient cable must accommodate either snap or clip connectors.
15. The 12-lead parameter must be capable of providing an automatic patient identifier using 7 alphanumeric characters.
16. The 12-lead parameter must be capable of providing a device identifier using 3 alphanumeric characters.
17. The unit must be upgradeable to allow the use of an integrated Bluetooth option for the wireless transmission of 12-lead and vital sign data via a cell phone or other communication technology.
18. The unit must provide serial communication capability through an RS232 serial port.
19. The unit must be able to transmit 12-lead and vital data both automatically and manually on acquisition.
20. The unit must be able to transmit all data stored on a PC card to a remote handheld device or laptop.
21. The unit must be able to provide the option for both landline and cellular transmission when utilizing a Bluetooth wireless option.
22. The unit must offer the option of direct fax transmission via a Bluetooth option.

vii. Pulse Oximetry:

1. The unit must have an integral pulse oximeter or be upgradeable to include an integral Pulse Oximeter.
2. The unit must utilize pulse oximetry that has FDA 51 Ok clearance for use during patient motion and low perfusion.
3. The unit must utilize sensors that work in bright sunlight.
4. The unit must utilize a pulse oximeter with alarms that are user adjustable in the field.

viii. **Capnography:**

1. The unit, when purchased with SpO<sub>2</sub>, must have an EtCO<sub>2</sub> port.
2. All units with an EtCO<sub>2</sub> port must be upgradeable to include CO<sub>2</sub> by plugging in a mainstream or side stream CAPNO 5 sensor.
3. The unit must be able to offer the option to upgrade to either mainstream or sidestream capnography with sensor located outside of the unit allowing easy service and replacement if needed.
4. The defibrillator must be capable of providing continuous EtCO<sub>2</sub> and Respiratory Rate readings as well as a capnogram for on-screen display or print-out.
5. The CO<sub>2</sub> sensors used must not require a yearly calibration check.

ix. **Non-Invasive Blood Pressure:**

1. Unit must be capable of acquiring a blood pressure within a typical measurement time of 30 seconds or less on average.
2. Unit must incorporate oscillometric technology.
3. Unit must display systolic, diastolic and mean pressures.
4. Unit must be capable of taking automatic, stat or manual measurements.
5. Automatic intervals should be user adjustable to 2.5, 5, 10, 15, 20, 30, 45, 60, 90, and 120 minutes.
6. Stat mode must allow up to 10 measurements within 5 minutes.
7. Unit must include an artifact indicator which is displayed when excessive artifact is detected.
8. Unit must display a cuff inflation status bar.
9. Unit be capable of displaying and/or printing up to 4 hours of patient BP history data.

**D. Support Specifications**

Specifications for product consumables, accessories, and support can be found below. Each Offeror should bid the items or services requested in order to submit a complete Proposal. Where unable to provide an applicable product or service that has been specifically requested, Offerors should provide an explanation for the omission.

a. **Product Consumables and Accessories**

i. **Market Basket Items**

A list of the most commonly used consumables and accessories have been identified as market basket on contract. For each device offered, Offerors should bid the relevant market basket included below:

- a. Batteries
- b. Adult Pads (electrodes)
- c. Pediatric Pads (electrodes)
- d. Carrying Cases
- e. Wall Mount Kits
- f. Fast Response Kits

Offerors should include in the technical response the market basket items being bid and the specifications of each. No pricing information should be included in the technical response.

- ii. **Catalogue Discount**  
In addition to the line item pricing of their offered devices and market basket items, Offerors must include in their cost proposal a blanket discount off of their catalogue price for items in their catalogue which are not otherwise included in their cost proposal.  
Pricing information should be included on Attachment C – Cost Proposal Forms. No pricing information should be included in the technical response.
- b. **Warranties and Extended Warranties**
  - i. **Basic Warranty**  
All Offerors must include a basic warranty for their products for no less than one year at no additional cost to Participating States. Warranties must guarantee the safe and effective operation of devices for the duration of the warranty and the cost for repair or replacement of devices under warranty must be covered by the Offeror. Each Offeror must include a complete description of the coverage provided under their basic warranty.
  - ii. **Extended Warranty**  
Offerors may bid an extended warranty past the term of the basic warranty provided under the contract. Offerors must include a complete description of the coverage provided under the extended warranty in their technical response.
- c. **Product Training**
  - i. **Product Documentation**  
All product documentation, manuals, and specifications must be provided at the request of Participating States for no additional cost.
  - ii. **Web/Video Training**  
Offerors must provide online or multimedia training options at no additional cost to the participating States. Offerors must include in their Proposal a description of the online and multimedia training options that are available.
  - iii. **On-site Training**  
Offerors should include a description of their ability to provide onsite training, as requested. The cost for on-site training should be reflected in the Offerors' cost proposals as a separate per day rate for each Participating State.
- d. **Software Updates**
  - i. Offerors must include a description of updates required for the AED unit to maintain full functionality over the anticipated life of the unit and the methodology for performing or accessing the updates.
- e. **Customer and Service Support**
  - i. **24/7 Call Support**  
24/7 Call Technical Support must be offered for all devices for a period of no less than 3 years after purchase at no additional cost to the Participating States.
  - ii. **Service Plan**  
Offerors must propose a bi-annual service agreement to provide maintenance and repair on their proposed devices. Offerors Service Agreement will include, but are not limited to, the following services and national regulations. Offerors must be aware of local requirements for the States in which they will be servicing.

Offerors will submit their detailed plan on what is included and how they will provide maintenance and repairs on their proposed devices. Pricing will be on a semi-annual basis.

All work performed under the service agreement must meet the Manufacturers specifications for that device.

Offerors may submit additional information on whether they have different types of service agreements to provide maintenance and repair on their devices, i.e., standard service agreement or premier service agreement.

f. Value Added Options

Offerors may include in their Proposal additional Value Added options not specifically requested in the scope of work. Value Added options should not deviate from the nature of products and services requested in the scope of work and should include a thorough description of the option and how it brings value to the State. Examples include battery replacement plans, unconventional training options, and other services not specified. Award of Value Added options is subject to the approval of the Lead State.

**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD**  
**EXHIBIT C- PRICE AND COST PROPOSAL**

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Cost for this Master Agreements shall be based on the following:

Fixed rate line item pricing on devices and market basket items and a percentage discount off a supplier's catalogue pricing shall be offered on SW300. Price Schedule for each or any category of goods identified in Attachment B of this RFP and reflected in the Price Schedule.

The percentage discounts offered for each type of service in Attachment B of this RFP shall remain firm for the duration of the NASPO ValuePoint Master Agreements, including all optional renewals.

Each of the categories, excluding on-site training, must have a single price or rate list for all Participating Entities.

Offeror must submit cost, prices and rates as required by the Cost Proposal Forms (Attachment C). Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance.

The prices, rates and costs proposed in the Offeror's response must be valid for a minimum of 1 year after any resulting Master Agreement is signed. Offeror's cost proposal must describe how future cost increases will be minimized and capped and how both increases and decreases will be passed on to the Lead State if the Master Agreement is renewed after the initial term. The Offeror must explain the proposed process to implement cost changes, and how the Lead State will be notified. Cost changes may not occur more than once per quarter and only with the prior approval of the lead state.



## US Price List - Direct

# HeartStart FRx Defibrillator

### HeartStart FRx Automated External Defibrillator

REF	DESCRIPTION	LIST
861304	HeartStart FRx AED FRx AED is temporarily unavailable in the U.S. from Philips	\$1952
Option A01	HeartStart FRx AED Aviation Bundle with Aviation Carry Case (zippered) [replaces Battery with Aviation Battery]	\$170
Option C01	HeartStart FRx Standard Carry Case	\$147
Option C03	HeartStart Carry Case, Plastic Waterproof Shell	\$227
Option R01	HeartStart FRx Ready-Pack (includes Standard Carry Case, spare HeartStart SMART Pads II)	\$180
Option R02	HeartStart FRx Ready-Pack Aviation Bundle (includes Aviation Carry Case [zippered], spare HeartStart SMART Pads II; replaces Battery with Aviation Battery). Order either A01 or R02, not both.	\$204

HeartStart FRx Defibrillator includes Owner Manual, Quick Set-up guide, maintenance booklet, pre-installed battery, 1 set pre-installed SMART Pads II, and Quick Reference Guide. FRx Ready-Pack has device and spare pads pre-installed in carry case.

HeartStart FRx Defibrillator device includes 8-year manufacturer's warranty at no charge. Battery includes 4-year warranty; pads are warranted until expiration date. Other accessories include 1-year warranty.

### HeartStart FRx Accessories

REF	DESCRIPTION	LIST
M5070A	Battery, Long-Life LiMnO <sub>2</sub> , HS1/FRx	\$169
989803139301	Battery, Aviation, FRx (complies with TSO C-142)	\$176
989803139261	HeartStart SMART Pads II, 1-set	\$56
989803139311	Infant/Child Key	\$105
68-PCHAT	Fast Response Kit	\$46

### HeartStart Cabinets, Cases & Wall Mounts

REF	DESCRIPTION	LIST
989803136531	Defibrillator Cabinet, Basic	\$253
PFE7023D	Defibrillator Cabinet, Premium, Semi-recessed	\$469
PFE7024D	Defibrillator Cabinet, Premium, Wall Surface	\$440
989803139251	Standard Carry Case, FRx	\$147
989803170891	AED Wall Mount	\$98
M3859A	Secure-Pull Seal, 10-pack	\$11
YC	Carry Case, Plastic Waterproof Shell	\$227



### HeartStart Wall Signs, Awareness Placards, Posters

REF	DESCRIPTION	LIST
989803170921	AED Wall Sign, red	\$36
989803170901	AED Awareness Placard, red	\$27
861476	AED Awareness Posters (4-pack) [opt. ABA English, opt. ABE Spanish, opt. ABF French]	\$22
861477	AED Wall Mount and Signage Bundle	\$143
861478	AED Signage Bundle (includes: AED Wall Sign, AED Awareness Placards, and AED Posters)	\$66

### HeartStart FRx Training Materials & Learning Products

REF	DESCRIPTION	LIST
861306	HeartStart FRx Trainer	\$369
989803139321	HeartStart FRx Toolkit (Includes PowerPoint presentations, presenter's guide, student guide, training DVD)	\$34
989803139341	FRx Product Training DVD	\$16
989803138731	FRx Owner's Manual	\$23
989803138601	FRx Quick Reference Guide	\$5
989803139271	SMART Training Pads II (Infant/Child training applications, buy Infant/Child Key separately)	\$84
989803139291	Replacement SMART Training Pads II (Includes pads, wire and plug)	\$34
M5088A	Internal Manikin Adapter (Compatible with HeartStart FRx Trainer 861306 only)	\$34
M5089A	External Manikin Adapters, 5-pack	\$58
M5090A	Adult Pads Placement Guide	\$29
989803139281	Infant/Child Pads Placement Guide	\$29

### FRx Cross-Compatibility

REF	DESCRIPTION	LIST
05-10000	HeartStart Pads Adapter (QUIK-COMBO™)	\$42
05-10100	HeartStart Pads Adapter (ZOLL™)	\$42
05-10200	HeartStart Pads Adapter (Barrel-style)	\$42



## HeartStart Data Management

REF	DESCRIPTION	LIST
861451	Option A01 – HeartStart Data Messenger Software – Single PC	\$215
861451	OptionA03 – HeartStart Data Messenger Software – Site-wide License	\$4100
861487	Option A01 – HeartStart Configure Software	\$67
861489	Option A01 – HeartStart Event Review Software – Single PC	\$407
861489	Option A02 – HeartStart Event Review Software – Site-wide License	\$1025
861489	Option A03 – HeartStart Event Review Software – Upgrade Single PC	\$104
861489	Option A04 – HeartStart Event Review Software – Upgrade Site-wide License	\$340
861431	Option A01 – HeartStart Event Review Pro Software – Single PC	\$2570
861431	Option A06 – HeartStart Event Review Pro Software – Multi-download License (20 downloads)	\$6165
861436	Option A01 – HeartStart Event Review Pro Software – Upgrade Single PC	\$1025
861436	Option A03 – HeartStart Event Review Pro Software – Upgrade Site-wide License	\$2055
ACT-IR	Infrared Adapter Cable	\$134

**Pricing:** The above prices do not include applicable sales taxes. Philips Terms and Conditions of Sale are available upon request.

**Shipping:** Shipping costs are included in all pricing – FOB destination. Supply-only orders totaling less than \$300 may be subject to shipping and handling charge. Rush shipping is available for an additional fee.

**Return Process:** Returned Goods Authorization (RGA) number is required for all returns and must be obtained prior to returning product to Philips. To obtain RGA number, call Customer Service. RGA number must appear on outside of box. All returns are subject to restocking fee. For more details on Philips Return Policy, contact Customer Service.

**Customer Service:** Phone: (800) 934-7372 or (978) 659-3332, Fax: (800) 947-3299

**Address:** Philips Healthcare, 3000 Minuteman Road, Andover, MA 01810



## US Price List - Direct

# HeartStart FR3 Defibrillator

### HeartStart FR3 Automated External Defibrillator

The FR3 AED is temporarily unavailable in the U.S. by Philips.

REF	DESCRIPTION	LIST
861388	HeartStart FR3 Text bundle with standard battery, SMART Pads III, and user documentation	\$2799
861388 Option A01	HeartStart FR3 Text bundle with FAA-compliant battery, SMART Pads III, and user documentation	\$2824
861389	HeartStart FR3 ECG bundle with standard battery, SMART Pads III, and user documentation	\$3320
861389 Option A01	HeartStart FR3 ECG bundle with FAA-compliant battery, SMART Pads III, and user documentation	\$3345

HeartStart FR3 Defibrillator includes Guide to Set-up and Maintenance (printed), Instructions for Administrators (CD), 1 battery, and 1 set SMART Pads III. HeartStart FR3 Defibrillator device includes 5-year manufacturer's warranty at no charge. Battery includes 3-year warranty; pads are warranted until expiration date. Other accessories include 1-year warranty.

### HeartStart FR3 Accessories

REF	DESCRIPTION	LIST
989803150161	FR3 Primary Battery	\$270
989803150241	FR3 Rechargeable Battery	\$500
989803150171	FR3 FAA-compliant Battery	\$261
861394	FR3 Battery Charger for Use with Training and Rechargeable Batteries	\$310
989803149981	SMART Pads III, 1 set	\$46
989803149991	SMART Pads III, 5 sets	\$208
989803150101	FR3 Language Card	\$139
989803150011	Pad Sentry Insert (replacement part for Pads Sentry Insert in FR3 Case)	\$39
989803150111	FR3 Fast Response Kit (use only with Rigid System Case, Kits contents same as 68-PCHAT)	\$51
989803150031	FR3 Infant/Child Key	\$97
989803150211	Bottom Case Insert for FR3 System Case, Rigid (replacement part for Bottom Case Insert in FR3 Rigid System Case)	\$37
989803149941	CPR Meter Upgrade Kit (includes: CPR Meter, Cable Link, CPR Meter Cradle [for Rigid Case], User Documentation, Adhesive Pads [10-pack])	\$1295
989803162401	Replacement CPR Compression Meter (does not include Cable Link, CPR Meter Cradle or Adhesive Pads) (same as for MRx)	\$1236
989803149951	Cable Link, FR3 to CPR Meter	\$155
989803162231	CPR Meter Cradle, FR3 System Case, Rigid	\$23
989803163291	CPR Compression Meter Adhesive Pads (10-pack) (same as for MRx)	\$52
989803150041	3-Lead ECG Cable, AAMI (includes: Cable, Storage Bag, User Documentation)	\$305
989803184831	FR3 Software Upgrade Kit, (one data card can be used to upgrade any number of units)	\$122

6/1/2016

Proprietary Confidential Information



### HeartStart Cabinets, Cases & Wall Mounts

REF	DESCRIPTION	LIST
989803136531	Defibrillator Cabinet, Basic	\$253
PFE7023D	Defibrillator Cabinet, Premium, Semi-recessed	\$469
PFE7024D	Defibrillator Cabinet, Premium, Wall Surface	\$440
989803149971	FR3 System Case, Rigid – Fits AED, extra battery, extra set of SMART Pads III, FR3 Fast Response Kit)	\$243
989803179181	FR3 Small Case, Soft – Fits AED and extra set of SMART Pads III	\$160
989803179161	FR3 System Case, Soft – Fits AED, extra battery, extra set of SMART Pads III	\$164
989803170891	AED Wall Mount	\$98
M3859A	Secure-Pull Seal, 10-pack	\$11

### HeartStart Wall Signs, Awareness Placards, Posters

REF	DESCRIPTION	LIST
989803170921	AED Wall Sign, red	\$36
989803170901	AED Awareness Placard, red	\$27
861476	AED Awareness Posters (4-pack) [opt. ABA English, opt. ABE Spanish, opt. ABF French]	\$22
861477	AED Wall Mount and Signage Bundle	\$143
861478	AED Signage Bundle (includes: AED Wall Sign, AED Awareness Placards, and AED Posters)	\$66

### HeartStart FR3 Training Materials & Learning Products

REF	DESCRIPTION	LIST
861467 option A01	AED Trainer 3	\$451
989803171631	Remote Control for AED Trainer 3	\$48
989803150191	FR3 Training Pack- Includes Rechargeable Training Battery, Training Pads III, Interconnect Cable, External Manikin Adapter (Training Battery Charger sold separately)	\$305
861394	FR3 Training Battery Charger	\$310
989803150181	Replacement Training Pads III (use with Inter-connect Cable, Training Pads III)	\$26
989803150201	Interconnect Cable, Training Pads III	\$19

### FR3 Cross-Compatibility

REF	DESCRIPTION	LIST
05-10000	HeartStart Pads Adapter (QUIK-COMBO™)	\$42
05-10100	HeartStart Pads Adapter (Zoll™)	\$42
05-10200	HeartStart Pads Adapter (Barrel-style)	\$42



## HeartStart Data Management

REF	DESCRIPTION	LIST
989803150081	FR3 Bluetooth Transceiver Module	\$139
989803150061	FR3 Data Card	\$92
M3524A	Data Card Reader	\$174
861451	Option A01 – HeartStart Data Messenger Software – Single PC	\$215
861451	Option A03 – HeartStart Data Messenger Software – Site-wide License	\$4100
861487	Option A01 – HeartStart Configure Software	\$67
861488	USB Bluetooth Dongle (required when using Bluetooth Transceiver Module and some computer systems)	\$50
861489	Option A01 – HeartStart Event Review Software – Single PC	\$407
861489	Option A02 – HeartStart Event Review Software – Site-wide License	\$1025
861489	Option A03 – HeartStart Event Review Software – Upgrade Single PC	\$104
861489	Option A04 – HeartStart Event Review Software – Upgrade Site-wide License	\$340
861431	Option A01 – HeartStart Event Review Pro Software – Single PC	\$2570
861431	Option A06 – HeartStart Event Review Pro Software – Multi-download License (20 downloads)	\$6165
861436	Option A01 – HeartStart Event Review Pro Software – Upgrade Single PC	\$1025
861436	Option A03 – HeartStart Event Review Pro Software – Upgrade Site-wide License	\$2055

**Pricing:** The above prices do not include applicable sales taxes. Philips Terms and Conditions of Sale are available upon request.

**Shipping:** Shipping costs are included in all pricing – FOB destination. Supply-only orders totaling less than \$300 may be subject to shipping and handling charge. Rush shipping is available for an additional fee.

**Return Process:** Returned Goods Authorization (RGA) number is required for all returns and must be obtained prior to returning product to Philips. To obtain RGA number, call Customer Service. RGA number must appear on outside of box. All returns are subject to restocking fee. For more details on Philips Return Policy, contact Customer Service.

**Customer Service:** Phone: (800) 934-7372 or (978) 659-3332, Fax: (800) 947-3299

**Address:** Philips Healthcare, 3000 Minuteman Road, Andover, MA 01810

Ferris J. Barger  
State Purchasing Director  
Central Purchasing



John Budd  
Acting Director

07/25/2019

Dear Awarded Supplier,

Oklahoma Statewide Contract SW0300 was awarded with the base agreement period commencing 12/12/2017 and ending 10/04/2018 with four (4) options to renew for one-year periods. The State of Oklahoma is requesting to renew the above contract for the period of 10/05/2019 through 10/04/2020.

Please indicate your firm's response to this request and return by email.

- Yes, our firm will renew the contract pricing and terms on the above listed contract.
- No, our firm will not renew the contract pricing and terms on the above listed contract.

Federal Employer / Tax Identification Number: 13-3429115

PeopleSoft Identification Number: \_\_\_\_\_

Company Name: Philips Healthcare, a division of Philips North America LLC

Address: 3000 Minuteman

City: Andover State: MA

Zip Code: 01810

Email: Mark.omalley@philips.com

Mark O'Malley, Senior Contract Manager  
Name / Title

August 23, 2019  
Date

Mark J. O'Malley  
Signature

Send response electronically to the email address below of the contracting officer by: August 1, 2019

Contracting Officer Name: Theresa Johnson

Contracting Officer Phone: (405) 521 - 2289

Contracting Officer Email Address: theresa.johnson@omes.ok.gov

OMES CP FORM 228 – Purchasing / Rev. 01/2019

Farris J. Barger  
State Purchasing Director  
Central Purchasing



Denise Northrup  
Director

08/30/2018

Dear Awarded Supplier,

Oklahoma Statewide Contract SW0300 was awarded with the base agreement period commencing December 12, , 2017 and ending October 4, 2018 with four (4) options to renew for one-year periods. The State of Oklahoma is requesting to renew the above contract for the period of October 5, 2018 through October 4, 2019.

Please indicate your firm's response to this request and return by email.

- Yes, our firm will renew the contract pricing and terms on the above listed contract.
- No, our firm will not renew the contract pricing and terms on the above listed contract.

Federal Employer / Tax Identification Number: 13-3429115

PeopleSoft Identification Number: \_\_\_\_\_

Company Name: Philips Healthcare, a division of Philips North America LLC

Address: 3000 Minuteman Rd

City: Andover State: VA

Zip Code: 01810

Email: Margaret.messelaar@philips.com

Margaret Messelaar, Director

Name / Title

Date

Margaret  
Messelaar

Digitally signed by Margaret Messelaar  
DN: cn=Margaret Messelaar, o=Philips  
Healthcare a division of Philips North  
America LLC, ou=Director Commercial  
Contracts,  
email=Margaret.messelaar@philips.com,  
2.5.3.97  
Signature 2018.09.12 13:27:14 -0400

Send response electronically to the email address below of the contracting officer by: September 10, 2018

Contracting Officer Name: Theresa Johnson

Contracting Officer Phone: (405) 521 - 2289

Contracting Officer Email Address: theresa.johnson@omes.ok.gov

OMES FORM CP 228 – Purchasing / Rev. 06/2018



State of Oklahoma  
Office of Management and Enterprise Services

**ADDENDUM 2 TO**

**STATE OF OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD WITH PHILIPS HEALTHCARE**

This Addendum 2 modifies the Master Agreement Award OK-SW-300 ("Master Agreement") awarded to Philips Healthcare ("Contractor") by the Lead State in connection with Solicitation No. SW17300 and is effective as of the date of the last signature below. All terms of the Master Agreement not modified in this Addendum remain in full force and effect.

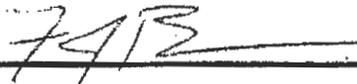
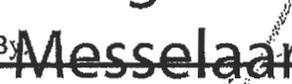
**Addendum Purpose.**

This Addendum amends Exhibit C which provides an updated price list.

**Modification of Master Agreement.**

- A. The price schedule attached to the Master Agreement as part of Exhibit C is hereby updated, attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

<b>STATE OF OKLAHOMA</b> Ferris J. Barger, State Purchasing Director	<b>CONTRACTOR</b> Philips Healthcare Margaret Messelaar By: Margaret Messelaar DN: cn=Margaret Messelaar, o=Philips Healthcare a division of Philips North America LLC, ou=Director Commercial Contracts, email=margaret.messelaar@philips.com Date: 2018.11.06 10:38:23 -05'00'
By: 	By: 
Date: 11-14-18	Date:
	Title:

*\*The person signing for Contractor hereby swears and affirms that he or she is authorized to act on Contractor's behalf and acknowledges that the Lead State is relying on his or her representation to that effect.*

<b>CONTRACTOR:</b>	Phillips Healthcare					
<b>DATE SUBMITTED:</b>	10/9/2018					
<b>NEW ITEM OR PART #</b>	<b>REPLACEMENT ITEM? LIST OLD ITEM OR PART NUMBER.</b>	<b>CONTRACT CATEGORY</b>	<b>CATALOG/PRODUCT DESCRIPTION</b>	<b>UNIT PRICE OR LIST PRICE</b>	<b>CONTRACT PRICE OR NET PRICE</b>	<b>DISCOUNT %</b>
861388			HeartStart FR3 Defibrillator, Text	2799.00	1819.35	35.00
861388_A01			A01 FAA Compliant Battery	25.00	16.25	35.00
861389			HeartStart FR3 Defibrillator, ECG	3320.00	2158.00	35.00
861389_A01			A01 FAA Compliant Battery	25.00	16.25	35.00
861304			HeartStart FRx Defibrillator	1952.00	1268.80	35.00
861304_A01			A01 FRx Aviation Bundle	170.00	110.50	35.00
861304_A04			A04 FRx Aviation SWA, No Case	23.00	14.95	35.00
861304_C01			C01 Standard Carry Case	147.00	95.55	35.00
861304_C03			C03 Hard Case	227.00	147.55	35.00
861304_C04			C04 No Carry Case	0.00	0.00	35.00
861304_R01			R01 FRx Ready-Pack	180.00	117.00	35.00
861304_R02			R02 FRx Ready-Pack Aviation	204.00	132.60	35.00
M5066A			HeartStart Defibrillator, HS1	1354.00	839.48	38.00
M5066A_C01			C01 HS1 Standard Carry Case	101.00	62.62	38.00
M5066A_C02			C02 HS1 Slim Carry Case	35.00	21.70	38.00
M5066A_C03			C03 Hard Case	227.00	140.74	38.00
M5066A_R01			R01 Ready-Pack	158.00	97.96	38.00
861394			Battery Charger, FR3 Training Battery	310.00	201.50	35.00
989803149941			QCPR METER, BUNDLE ASSY	1295.00	841.75	35.00
989803149951			Cable Link, FR3 to Q-CPR Meter	155.00	100.75	35.00
989803149981			SMART Pads III, 1 set	46.00	29.90	35.00
989803149991			SMART Pads III, 5 sets	208.00	135.20	35.00
989803150011			Pad Sentry, FR3	39.00	25.35	35.00
989803150031			Infant/Child Key, FR3	97.00	63.05	35.00
989803150041			3-Lead ECG Cable, FR3, AAMI	305.00	198.25	35.00
989803150111			Fast Response Kit, FR3	51.00	33.15	35.00
989803150161			Primary Battery, FR3	270.00	175.50	35.00
989803150171			FAA Compliant Battery, FR3	261.00	169.65	35.00
989803150211			Bottom Case Insert for FR3 Case	37.00	24.05	35.00
989803150241			Rechargeable clinical use battery, FR3	500.00	325.00	35.00

989803162231		CPR Meter Cradle, FR3	23.00	14.95	35.00
861467		AED Trainer 3	451.00	293.15	35.00
861467_A01		A01 Case, Pads, Cable, Key	0.00	0.00	35.00
989803150181		Replacement Training Pads III	26.00	16.90	35.00
989803150191		FR3 Training Pack	305.00	198.25	35.00
989803150201		Interconnect Cable, Training Pads III	19.00	12.35	35.00
989803171631		Remote Control for AED Trainer 3	48.00	31.20	35.00
989803139261		HeartStart SMART Pads II	56.00	36.40	35.00
989803139301		Aviation Battery, FRx Defibrillator	176.00	114.40	35.00
989803139311		Infant/Child Key, FRx Defibrillator	105.00	68.25	35.00
861306		HeartStart FRx Trainer	369.00	239.85	35.00
989803138601		Quick Reference Guide, FRx, English	5.00	3.25	35.00
989803138731		Owner Manual, FRx, English	23.00	14.95	35.00
989803139271		HeartStart Adult Training Pads II Kit	84.00	54.60	35.00
989803139291		Replacement Training Pads II	34.00	22.10	35.00
989803139321		Training Toolkit, FRx Defib, US Eng NTSC	34.00	22.10	35.00
989803139341		Training Video, FRx Defib, US Engl NTSC	16.00	10.40	35.00
M5070A		HS1 Battery Pack	169.00	109.85	35.00
M5089A		External Manikin Adapter	58.00	37.70	35.00
M5088A		Internal Manikin Adapter	34.00	22.10	35.00
M5090A		Adult Pad Placement Guide	29.00	18.85	35.00
989803139281		HeartStart Inf/Ch. Pad Placement Guide	29.00	18.85	35.00
M3859A		Secure Pull Seal for Wall Mount, 10 pack	11.00	7.15	35.00
PFE7023D		AED Cabinet, Semi-recessed	469.00	304.85	35.00
PFE7024D		AED Cabinet, Wall Surface Mounted	440.00	286.00	35.00
YC		Carrying Case, Plastic Waterproof Shell	227.00	147.55	35.00
M5075A		Standard Carry Case for HeartStart HS1	133.00	86.45	35.00
M5076A		Slim Carry Case for HeartStart HS1	112.00	72.80	35.00
989803136531		Defibrillator Cabinet - Basic	253.00	164.45	35.00
989803139251		Carrying Case, FRx Defibrillator	147.00	95.55	35.00
989803139531		HeartStart FRx Trainer Carry Case	29.00	18.85	35.00
989803149971		Philips System Case, Rigid, FR3	243.00	157.95	35.00
989803169181		Defibrillator Cabinet, BLANK, Basic	250.00	162.50	35.00
989803170891		AED Wall Mount	98.00	63.70	35.00
989803179161		Philips Soft System Case w/o Auto-On FR3	164.00	106.60	35.00
989803179181		Philips Small Soft Case w/o Auto-On, FR3	160.00	104.00	35.00
861431		Event Review Pro 5	0.00	0.00	35.00
861431_A01		A01 Single-PC License	2570.00	1670.50	35.00
861431_A03		A03 Sitewide License	6175.00	4013.75	35.00
861431_A05		A05 ERPro Limited Distribution	2.00	1.30	35.00

861431_A06		A06 Multi-download License	6165.00	4007.25	35.00
861436		ER Pro 5 Upgrade from 4.x	0.00	0.00	35.00
861436_A01		A01 Single-PC License	1025.00	666.25	35.00
861436_A03		A03 Site-Wide License	2055.00	1335.75	35.00
861436_A05		A05 ERPro Upgrade Limited Dist	2.00	1.30	35.00
861451		HeartStart Data Messenger	0.00	0.00	35.00
861451_A01		A01 - Single PC License	215.00	139.75	35.00
861451_A03		A03 - Site License	4100.00	2665.00	35.00
861451_A05		A05 DM Limited Distribution	2.00	1.30	35.00
861487		HeartStart Configure Software	67.00	43.55	35.00
861487_A01		A01 Configure - United States	0.00	0.00	35.00
861487_A05		A05 Config Limited Distributn	2.00	1.30	35.00
989803150061		Data Card, FR3	92.00	59.80	35.00
989803150081		Bluetooth transceiver module, FR3	139.00	90.35	35.00
861476		AED Awareness Posters	22.00	14.30	35.00
861477		AED Wall Mount and Signage Bundle	143.00	92.95	35.00
861478		AED Signage Bundle	66.00	42.90	35.00
989803170901		AED Awareness Placard, red	27.00	17.55	35.00
989803170911		AED Awareness Placard, green	26.00	16.90	35.00
989803170921		AED Wall Sign, red	36.00	23.40	35.00
989803170931		AED Wall Sign, green	35.00	22.75	35.00
M5071A		HS1 Adult SMART Pads Cartridge	67.00	43.55	35.00
M5072A		HS1 Infant/Child SMART Pads Cartridge	108.00	70.20	35.00
M5073A		HS1 Adult Training Pads Cartridge	84.00	54.60	35.00
M5074A		HS1 Infant/Child Training Pads Cartridge	91.00	59.15	35.00
M5087A		HeartStart Trainer Replacem. Carry Case	29.00	18.85	35.00
M3840-91900		User's Guide, FR2, English	23.00	14.95	35.00
M3853A		Data Card Tray for FR2 series AEDs	11.00	7.15	35.00
M3854A		Data Card & Tray for FR2 series AEDs	103.00	66.95	35.00
M3860-91900		User's Guide, FR2, English	23.00	14.95	35.00
M3860-97800		Quick Reference Card, FR2, English	5.00	3.25	35.00
M3863A		FR2+ Battery, Long Life LiMNO2	276.00	179.40	35.00
M3864-90001		Reference Guide for M3864A	23.00	14.95	35.00
M3864A		FR2+ Training & Admin Battery Pack	231.00	150.15	35.00
M3868A		Carrying Case for Heartstream FR2 AED	150.00	97.50	35.00
M3870A		FR2 AED Pediatric Defibrillation Pads	110.00	71.50	35.00
M3871A		FR2 Pediatric Training Pads	51.00	33.15	35.00
M3848A		FR2+ Battery, rechargeable LiION	307.00	199.55	35.00
M3869A		Vinyl Carrying Case for FR2 AED	150.00	97.50	35.00
989803136291		FR2+ Battery-Aviation-LiMnO2	277.00	180.05	35.00

989803137771		ECG Monitoring Electrodes, 20 3-packs	59.00	38.35	35.00
989803150291		Training Toolkit DVD/CD, FR2+, Engl NTSC	35.00	22.75	35.00
989803158211		1-pack HS FR/FR2 Defib Pads (DP2/DP6)	44.00	28.60	35.00
989803158221		5-pack HS FR/FR2 Defib Pads (DP2/DP6)	173.00	112.45	35.00
M3501A		Adult/Child Pads AAMI Barrel Conn.	271.00	208.67	23.00
M3504A		Infant Pads AAMI Barrel Conn.	143.00	110.11	23.00
M3713A		HeartStart Adult/Child Plus Pads	290.00	223.30	23.00
M3716A		HS Adult/Child Radiolucent Pads	310.00	238.70	23.00
M3717A		HeartStart Infant Plus Pads	155.00	119.35	23.00
M3718A		HS Adult Radiotransparent Pads	420.00	323.40	23.00
M3719A		HS Pedi Radiotransparent Pads	180.00	138.60	23.00
989803166021		Adult/Child Pre-Connect Defib Pad	315.00	242.55	23.00
M1781A		CM 50 ohm Test Load	129.00	99.33	23.00
M3507A		Hands-free Cable Barrel Conn.	142.00	109.34	23.00
M3508A		HeartStart Hands-free Cable	132.00	101.64	23.00
M3725A		HeartStart 50 ohm Test Load	125.00	96.25	23.00
989803158661		Replacement Pads/CPR Meter Cable	180.00	117.00	35.00
M3543A		External Paddles - Water Resistant	731.00	562.87	23.00
M2202A		Adult Radiotranslucent Foam Electrode	116.00	89.32	23.00
989803148801		Adult Solid Gel Snap Electrode (Foam)	194.00	149.38	23.00
989803148821		Adult Radiolucent Electrode (Foam)	185.00	142.45	23.00
M1602A		CBL 5 Lead Snap Chest AAMI, ICU	116.00	89.32	23.00
M1644A		CBL 5 Leadset, Snap, AAMI, ICU	104.00	80.08	23.00
M1663A		CBL 10 Lead ECG Trunk AAMI/IEC 2m	268.00	206.36	23.00
M1968A		CBL 5 Leadset, Grabber, AAMI, ICU	113.00	87.01	23.00
M1976A		CBL 5 Leadset, Grabber, Chest, AAMI, ICU	104.00	80.08	23.00
989803176161		CBL 5 Lead, Snap, Shld, AAMI, Limb, Rgd	120.00	92.40	23.00
989803176171		CBL 5 Lead, Snap, Shld, AAMI, Chest, Rgd	140.00	107.80	23.00
M1500A		CBL 3 Lead ECG Patient Trunk, AAMI	150.15	115.62	23.00
M1605A		CBL Shielded 3-Ld, Snaps, Safety, AAMI	116.55	89.74	23.00
M1520A		CBL 5 Lead ECG Patient Trunk, AAMI	198.45	152.81	23.00
M1625A		CBL Shielded 5-Ld, Snaps, Safety, AAMI	127.05	97.83	23.00
M1194A		Pediatric/Adult Ear Clip SpO2 Sensor	264.00	203.28	23.00
M1195A		SPO2 INFANT SENSOR	264.00	203.28	23.00
M1196A		Reusable Clip Adult SpO2 Sensor	113.00	87.01	23.00
M1196T		Reusable Clip Adult SpO2 Sensor	92.00	70.84	23.00
M1941A		CBL SpO2 Extension Cable, 2m	120.00	92.40	23.00
M1943A		SpO2 9-pin D-sub Adapter cbl 1.1m(8-pin)	180.00	138.60	23.00
M1943AL		SpO2 8-pin D-sub Adapter cable 3m (8pin)	210.00	161.70	23.00
M1131A		Disposable Adult/Pedi SpO2 Sensor	244.00	187.88	23.00

M1132A		Infant Disposable SpO2 Sensor	297.00	228.69	23.00
M1191B		Reusable Adult SpO2 Sensor	264.00	203.28	23.00
M1191BL		Reusable Adult SpO2 Sensor	276.00	212.52	23.00
M1191T		Reusable SpO2 Sensor Adult	225.00	173.25	23.00
M1192A		SNSR SpO2 Pedi/Small adult finger	264.00	203.28	23.00
M1192T		Reusable SpO2 Sensor Pediatric	225.00	173.25	23.00
M1193A		SNSR Neonatal Hand/Foot SpO2	264.00	203.28	23.00
M1598B		Adult NIBP Air Hose 1.5m	73.00	56.21	23.00
M1599B		Adult NIBP Air Hose 3.0m	69.00	53.13	23.00
40400A		Traditional Reusable NIBP Cuff Kit	169.05	130.17	23.00
40400B		Traditional Reusable NIBP Cuff Kit	297.15	228.81	23.00
40401A		Traditional Reusable NIBP Cuff/Infant	38.85	29.91	23.00
40401B		Traditional Reusable NIBP cuff/pediatric	42.00	32.34	23.00
40401C		Traditional reusable NIBP cuff/adult.	47.25	36.38	23.00
40401D		Traditional reusable NIBP cuff/lg. adult	57.75	44.47	23.00
40401E		Traditional reusable NIBP cuff/thigh.	81.90	63.06	23.00
M1572A		Comfort Care Cuff, Pediatric	36.00	27.72	23.00
M1573A		Comfort Care Cuff, Small Adult	42.00	32.34	23.00
M1574A		Comfort Care Cuff, Adult	42.00	32.34	23.00
M1575A		Comfort Care Cuff, Large Adult	51.00	39.27	23.00
M1576A		Comfort Care Cuff, Thigh	66.00	50.82	23.00
M4552B		Easy Care Cuff, 1 Hose, Infant (1)	27.00	20.79	23.00
M4553B		Easy Care Cuff, 1 Hose, Pediatric (1)	29.00	22.33	23.00
M4554B		Easy Care Cuff, 1 Hose, Small Adult (1)	34.00	26.18	23.00
M4555B		Easy Care Cuff, 1 Hose, Adult (1)	32.00	24.64	23.00
M4556B		Easy Care Cuff, 1 Hose, Adult XL (1)	40.00	30.80	23.00
M4557B		Easy Care Cuff, 1 Hose, Lrg Adult (1)	33.00	25.41	23.00
M4558B		Easy Care Cuff, 1 Hose, Lrg Adult XL (1)	45.00	34.65	23.00
M4559B		Easy Care Cuff, 1 Hose, Thigh (1)	52.00	40.04	23.00
M4572B		Gentle Care Cuff, Infant 1-tube	84.00	64.68	23.00
M4573B		Gentle Care Cuff, Pediatric, 1-tube	65.00	50.05	23.00
M4574B		Gentle Care Cuff, Small Adult, 1-tube	67.00	51.59	23.00
M4575B		Gentle Care Cuff, Adult, 1-tube	72.00	55.44	23.00
M4576B		Gentle Care Cuff, Adult XL, 1-tube	88.00	67.76	23.00
M4577B		Gentle Care Cuff, Large Adult, 1-tube	72.00	55.44	23.00
M4578B		Gentle Care Cuff, Large Adult XL, 1-tube	98.00	75.46	23.00
M4579B		Gentle Care Cuff, Thigh, 1-tube	85.00	65.45	23.00
M1920A		FilterLine Set Adult/Pedi	343.40	264.42	23.00
M1921A		FilterLine H Set Adult/Pedi	534.29	411.40	23.00
M1923A		FilterLine H Set Infant/Neonatal	686.80	528.84	23.00

M2520A		SMART CAPNOLINE O2, PEDIATRIC	539.34	415.29	23.00
M2522A		SMART CAPNOLINE O2 plus, ADULT, intermed	539.34	415.29	23.00
M2524A		SMART CAPNOLINE, PEDIATRIC	493.89	380.30	23.00
M2526A		SMART CAPNOLINE plus, ADULT, intermed	493.89	380.30	23.00
21090A		Esophageal/Rectal Temperature Probe	161.00	123.97	23.00
21091A		Skin Surface Temperature Probe	150.00	115.50	23.00
21093A		Esophageal/Stethoscope Temperature Probe	206.00	158.62	23.00
21094A		Esophageal/Stethoscope Temperature Probe	216.00	166.32	23.00
21095A		Esophageal/Stethoscope Temperature Probe	207.00	159.39	23.00
21096A		Foley Catheter Temperature Probe	214.00	164.78	23.00
21097A		Foley Catheter Temperature Probe	211.00	162.47	23.00
M1837A		Esophageal/Rectal Temperature Probe	161.00	123.97	23.00
21075A		Esophageal/Rectal Temperature Probe	98.00	75.46	23.00
21076A		Esophageal/Rectal Temperature Probe	139.00	107.03	23.00
21078A		Skin Surface Temperature Probe	198.00	152.46	23.00
21082A		Long Extension Cable	52.00	40.04	23.00
21082B		Short Extension Cable	60.00	46.20	23.00
M3538A		Lithium Ion Battery Module	415.00	319.55	23.00
40457C		1-Channel Chemical Thermal Paper, Gray	36.00	27.72	23.00
40457D		1-Channel Chem/Thermal Paper,40 mm grid	191.00	147.07	23.00
989803138171		Defibrillator Chemical/Thermal Paper	62.00	47.74	23.00
989803138181		Defibrillator Chemical/Thermal Paper	487.00	374.99	23.00
M3541A		Carrying Case for Fusion	355.00	273.35	23.00
989803185181		MRx Black Soft Carry Bag Universal	345.00	265.65	23.00
989803174261		MRx Black Soft Carry Case Straps	30.00	19.50	35.00
M5521A		Color Handle - Green	16.00	12.32	23.00
M5522A		Color Handle - Blue	16.00	12.32	23.00
M5523A		Color Handle - Yellow	16.00	12.32	23.00
M5524A		Color Handle - Rose	16.00	12.32	23.00
M5525A		Color Handle - Grey	16.00	12.32	23.00
M3537A		Bed Rail Hook	26.00	20.02	23.00
M4762A		Q-CPR Compression Sensor Adhesive Pads	54.00	41.58	23.00
M4759A		Rect. Pdl Electrode Repl. M3535A - Gray	75.00	57.75	23.00
M3549A		MRx Wide Bed Rail Hook	64.00	49.28	23.00
M4737A		MRx Display Cover	88.00	67.76	23.00
989803146981		MRx Data Card and Tray	108.00	83.16	23.00
989803163291		CPR Meter Patient Adhesive Pads	50.00	38.50	23.00



State of Oklahoma  
Office of Management and Enterprise Services

**ADDENDUM 1 TO  
STATE OF OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD WITH  
PHILIPS HEALTHCARE**

This Addendum 1 modifies the Master Agreement Award OK-SW-300 (“Master Agreement”) awarded to Philips Healthcare (“Contractor”) by the Lead State in connection with Solicitation No. SW17300 and is effective as of the date of the last signature below. All terms of the Master Agreement not modified in this Addendum remain in full force and effect.

**Addendum Purpose.**

This Addendum amends Section 2. Categories of Product Offered, and provides a corrected price list.

**Modification of Master Agreement.**

- A. Section 2 of the Master Agreement is hereby deleted in its entirety and replaced with the following:
  - 2. Categories of Product Offered: This Master Agreement will offer the following categories of products: Category I, Public Access and all class 1 devices; Category II, Infrequent User AEDs and all class 2 devices; and Category III, First Responder AEDs and all class 3 devices.
- B. The price schedule attached to the Master Agreement as part of Exhibit C is hereby deleted in its entirety and replaced with Addendum Exhibit A attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

<b>STATE OF OKLAHOMA</b> Ferris J. Barger, State Purchasing Director	<b>CONTRACTOR</b> Philips Healthcare
By: 	By: Margaret Messelaar 
Date: 1/24/18	Date: <small>Digitally signed by Margaret Messelaar DN: cn=Margaret Messelaar, o=Philips Healthcare a division of Philips North America LLC, ou=Director Commercial Contracts, email=margaret.messelaar@philips.com, c=US Date: 2018.01.23 15:57:17 -05'00'</small>
	Title:

*\* The person signing for Contractor hereby swears and affirms that he or she is authorized to act on Contractor's behalf and acknowledges that the Lead State is relying on his or her representation to that effect.*



Confidential Proprietary Information

ABB202004M EXHIBIT ONE

Part No.	Part Name	Part Description	Unit Price	Quantity	Total Price	Availability
<b>HEARTSTART AED is temporarily unavailable in the US by Philips</b>						
661360	661360	HeartStart FR3 Defibrillator, Turb	2799.00	25.00	189,975.00	Temporarily unavailable in the US by Philips
661368	661368	AED PAD Composite Battery	25.00	25.00	625.00	Temporarily unavailable in the US by Philips
661370	661370	Infant/Child Defibrillator, LCD	3328.00	25.00	83,200.00	Temporarily unavailable in the US by Philips
661380	661380	AED FAA Compliant Battery	33.00	25.00	825.00	Temporarily unavailable in the US by Philips
<b>FR3 (As AED is temporarily unavailable in the US by Philips)</b>						
661304	661304	HeartStart FR3 Defibrillator	1811.00	25.00	45,275.00	Temporarily unavailable in the US by Philips
661304	661304	AED FR3 Activation Bundle	170.00	25.00	4,250.00	Temporarily unavailable in the US by Philips
661304	661304	AED FR3 Activation SODA, No Case	33.00	25.00	825.00	Temporarily unavailable in the US by Philips
661304	661304	CD3 Standard Carry Case	147.00	25.00	3,675.00	Temporarily unavailable in the US by Philips
661304	661304	CD3 Hard Case	227.00	25.00	5,675.00	Temporarily unavailable in the US by Philips
661304	661304	CD3 Soft Carry Case	5.00	25.00	125.00	Temporarily unavailable in the US by Philips
661304	661304	HS1 FR3 Ready Pack	280.00	25.00	7,000.00	Temporarily unavailable in the US by Philips
661304	661304	HS2 FR3 Ready Pack Activation	204.00	25.00	5,100.00	Temporarily unavailable in the US by Philips
<b>HS1 Onsets</b>						
661282	661282	HeartStart Onset/Star, HS1	1754.00	25.00	43,850.00	Available
661282	661282	CD3 HS1 Standard Carry Case	121.00	25.00	3,025.00	Available
661282	661282	CD3 HS1 Soft Carry Case	35.00	25.00	875.00	Available
661282	661282	CD3 Hard Case	227.00	25.00	5,675.00	Available
661282	661282	HS1 Ready Pack	158.00	25.00	3,950.00	Available
<b>AED Supplies</b>						
<b>FR3 Accessories</b>						
661394	661394	Battery Charger, FR3 Training Battery	360.00	25.00	9,000.00	Available
661394	661394	CD3P Adapter, MIMOLET ASBY	1389.00	25.00	34,725.00	Available
661394	661394	CD3P Adapter, FR3 On-CPD Meter	150.00	25.00	3,750.00	Available
661394	661394	SMART Pads II, 8 test	44.00	25.00	1,100.00	Available
661394	661394	SMART Pads II, 5 test	208.00	25.00	5,200.00	Available
661394	661394	Pad Safety, FR3	39.00	25.00	975.00	Available
661394	661394	Infant/Child Key, FR3	21.00	25.00	525.00	Available
661394	661394	3 Lead ECG Cable, FR3, AAAH	305.00	25.00	7,625.00	Available
661394	661394	Fast Response FR3, FR3	53.00	25.00	1,325.00	Available
661394	661394	Prism Battery, FR3	270.00	25.00	6,750.00	Available
661394	661394	FAA Compliance Battery, FR3	210.00	25.00	5,250.00	Available
661394	661394	Beacon Carry Case for FR3 Case	27.00	25.00	675.00	Available
661394	661394	Rechargeable clinical use battery, FR3	800.00	25.00	20,000.00	Available
661394	661394	CPD Meter, Script, FR3	23.00	25.00	575.00	Available
<b>FR3 Training Materials</b>						
661467	661467	AED Trainer 3	474.00	25.00	11,850.00	Available
661467	661467	AED Case, Pad, Cable, Key	0.00	25.00	0.00	Available
661467	661467	Replacement Training Pad, III	34.00	25.00	850.00	Available
661467	661467	FR3 Training Pack	30.00	25.00	750.00	Available
661467	661467	Interconnect Cable, Training Pad, FR3	35.00	25.00	875.00	Available
661467	661467	Service Console for AED Trainer 3	48.00	25.00	1,200.00	Available
<b>FR3 Accessories</b>						
661467	661467	HeartStart SMART Pad, II	36.00	25.00	900.00	Available
661467	661467	Aviation Battery, FR3 Defibrillator	178.00	25.00	4,450.00	Available
661467	661467	Infant/Child Key, FR3 Defibrillator	195.00	25.00	4,875.00	Available
<b>FR3 Training Materials</b>						
661566	661566	HeartStart FR3 Trainer	305.00	25.00	7,625.00	Available
661566	661566	CD3P Reference Guide, FR3, English	3.20	25.00	80.00	Available
661566	661566	CD3P Reference Guide, FR3, English	172.00	25.00	4,300.00	Available
661566	661566	HeartStart Adult Training Pad, Kit	64.00	25.00	1,600.00	Available
661566	661566	Replacement Training Pad, II	34.00	25.00	850.00	Available
661566	661566	Training Tools, FR3 Defib, US and UK	34.00	25.00	850.00	Available
661566	661566	Training Video, FR3 Defib, US and UK	16.00	25.00	400.00	Available
<b>FR3 Onsets Accessories</b>						
661570	661570	HS1 Battery Pack	182.00	25.00	4,550.00	Available
<b>FR3 Onsets Training Materials</b>						
661570	661570	External Manual Adapter	58.00	25.00	1,450.00	Available
661570	661570	Internal Manual Adapter	24.00	25.00	600.00	Available
661570	661570	Adult Pad Placement Guide	29.00	25.00	725.00	Available
661570	661570	HeartStart Int. (Ch. Pad Placement Guide	25.00	25.00	625.00	Available
<b>HeartStart Cabinets, Cases &amp; Wall Mounts</b>						
661622	661622	Secret Pull Top for Wall Mount, 20 pack	11.00	25.00	275.00	Available
661622	661622	AED Cabinet, Semi-enclosed	469.00	25.00	11,725.00	Available
661622	661622	AED Cabinet, Wall Surface Mounted	440.00	25.00	11,000.00	Available
661622	661622	Carrying Case, Plastic Waterproof Shell	217.00	25.00	5,425.00	Available
661622	661622	HeartStart Carry Case for HeartStart HS1	158.00	25.00	3,950.00	Available
661622	661622	Soft Carry Case for HeartStart HS1	112.00	25.00	2,800.00	Available
661622	661622	Onset/Trainer Cabinet - Basic	252.00	25.00	6,300.00	Available
661622	661622	Carrying Case, FR3 Defibrillator	117.00	25.00	2,925.00	Available
661622	661622	HeartStart Int. Trainer Carry Case	39.00	25.00	975.00	Available
661622	661622	Onset/Trainer Cabinet, Basic, FR3	243.00	25.00	6,075.00	Available
661622	661622	Onset/Trainer Cabinet, BLANK, Basic	250.00	25.00	6,250.00	Available
661622	661622	AED Wall Mount	88.00	25.00	2,200.00	Available
661622	661622	Phytec Soft System Case with Auto-On FR3	164.00	25.00	4,100.00	Available
661622	661622	Phytec Small Soft Case with Auto-On, FR3	150.00	25.00	3,750.00	Available
<b>HeartStart Onsets Accessories</b>						
661431	661431	Event Review Pro 5	0.00	25.00	0.00	Available
661431	661431	AED Single PC Upgrade	1670.00	25.00	41,750.00	Available
661431	661431	AED Upgrade License	1175.00	25.00	29,375.00	Available
661431	661431	AED FR3P Limited Distribution	2.00	25.00	50.00	Available
661431	661431	AED Annual Renewal License	8168.00	25.00	204,200.00	Available
661431	661431	SEA Pro 5 Upgrade from 4.x	0.00	25.00	0.00	Available
661431	661431	AED Single PC Upgrade	2021.00	25.00	50,525.00	Available
661431	661431	AED Upgrade License	2025.00	25.00	50,625.00	Available
661431	661431	AED Upgrade Limited Distribution	2.00	25.00	50.00	Available
661431	661431	HeartStart Onset Message	0.00	25.00	0.00	Available
661431	661431	AED - Single PC Upgrade	215.00	25.00	5,375.00	Available
661431	661431	AED - Single PC Upgrade	1100.00	25.00	27,500.00	Available
661431	661431	AED FR3 Limited Distribution	1.00	25.00	25.00	Available
661431	661431	HeartStart Configuration Software	67.00	25.00	1,675.00	Available
661431	661431	AED Configuration - United States	0.00	25.00	0.00	Available
661431	661431	AED Configuration - United States	1.00	25.00	25.00	Available
661431	661431	AED Configuration - United States	1.00	25.00	25.00	Available
661431	661431	Onset Case, FR3	83.00	25.00	2,075.00	Available
661431	661431	Bluetooth transmitter module, FR3	133.00	25.00	3,325.00	Available
<b>HeartStart Web Sign, Answer and Placement Indicators</b>						
661478	661478	AED Answer Sign	72.00	25.00	1,800.00	Available
661478	661478	AED Web Mount and Signage Bundle	143.00	25.00	3,575.00	Available
661478	661478	AED Signage Bundle	66.00	25.00	1,650.00	Available
661478	661478	AED Answer Sign, FR3	72.00	25.00	1,800.00	Available
661478	661478	AED Answer Sign, FR3	24.00	25.00	600.00	Available
661478	661478	AED Web Sign, FR3	85.00	25.00	2,125.00	Available
661478	661478	AED Web Sign, FR3	23.00	25.00	575.00	Available
<b>Onsets Accessories</b>						
661282	661282	HS1 Adult SMART Pad, Cartridge	67.00	25.00	1,675.00	Available
661282	661282	HS1 Infant/Child SMART Pad, Cartridge	104.00	25.00	2,600.00	Available
<b>Onsets Training Materials</b>						
661282	661282	HS1 Adult Training Pad, Cartridge	84.00	25.00	2,100.00	Available
661282	661282	HS1 Infant/Child Training Pad, Cartridge	91.00	25.00	2,275.00	Available
661282	661282	HeartStart Trainer Replacement, Carry Case	28.00	25.00	700.00	Available
<b>HEB Supplies</b>						
<b>MultiFunction Electrode Pads</b>						
661600	661600	Adult/Child Pad AAAH Barrel Conn.	275.00	25.00	6,875.00	Available
661600	661600	Infant Pad AAAH Barrel Conn.	143.00	25.00	3,575.00	Available
661600	661600	HeartStart Adult/Child Pad, Pad	290.00	25.00	7,250.00	Available
661600	661600	HS Adult/Child Electrode Pad	310.00	25.00	7,750.00	Available
661600	661600	HeartStart Infant Plus Pad	158.00	25.00	3,950.00	Available
661600	661600	HS Adult Electrode Pad	426.00	25.00	10,650.00	Available
661600	661600	HS Pad Replacement Pad	180.00	25.00	4,500.00	Available
661600	661600	Adult/Child Pre-Connect Onset Pad	318.00	25.00	7,950.00	Available
<b>External MultiFunction Onsets and Test Leads</b>						
661600	661600	CD3 Soft Carry Case	178.00	25.00	4,450.00	Available
661600	661600	Onset Case, Barrel Conn.	143.00	25.00	3,575.00	Available
661600	661600	HeartStart Onset-Drive Cable	113.00	25.00	2,825.00	Available
661600	661600	HeartStart 90 inch Test Lead	155.00	25.00	3,875.00	Available
661600	661600	Replacement Pad/CPD Meter Cable	280.00	25.00	7,000.00	Available
<b>External Pads</b>						
661600	661600	External Pad/HA - Water Resistant	725.00	25.00	18,125.00	Removed 2017/10
<b>ECG Monitoring Electrodes</b>						
661600	661600	Adult Resistant/Impedance Foam Electrode	116.00	25.00	2,900.00	Available

9990014600	9990014601	Adult Self-Care Electrode (Exam)	144.00	23.00	148.38	Available
9990014602	9990014603	Adult Bioscience Electrode (Exam)	143.00	23.00	147.43	Available
<b>18 Lead ECG Cables &amp; Leads Sets</b>						
9990014411	9990014412	CM-5 Lead Set-Adult, AAMI, ICU	118.00	23.00	89.32	Available
9990014493	9990014494	CM-5 Leadset, Snap, AAMI, ICU	104.00	23.00	80.08	Available
9990014497	9990014498	CM-10 Lead ECG Trunc, AAMI/IEC 3m	268.00	23.00	206.26	Available
9990013541	9990013542	CM-5 Leadset, Grapher, AAMI, ICU	133.00	23.00	87.06	Available
9990013581	9990013582	CM-5 Leadset, Grapher, Snap, AAMI/IEC	104.00	23.00	80.08	Available
9990013614	9990013615	CM-5 Lead, Snap, AAMI, Limb, Pad	110.00	23.00	87.40	Available
9990013617	9990013618	CM-5 Lead, Snap, AAMI, Chest, Ekg	140.00	23.00	107.80	Available
<b>3 Lead Cable Set</b>						
9990014011	9990014012	3-3 Lead ECG Patient, Snap, AAMI	150.35	23.00	113.82	Available
9990014013	9990014014	CM-5 Standard 3-3, Snap, Safety, AAMI	118.88	23.00	89.74	Available
<b>5 Lead Cable Set</b>						
9990014031	9990014032	CM-5 Lead ECG Patient, Snap, AAMI	188.18	23.00	143.81	Available
9990014033	9990014034	CM-5 Standard 5-5, Snap, Safety, AAMI	177.08	23.00	97.83	Available
<b>SpO2</b>						
9990014803	9990014804	Podiatric/Adult Ear Clip SpO2 Sensor	284.00	23.00	203.18	Available
9990014805	9990014806	SPCO NEONAT SENSOR	184.00	23.00	208.18	Available
9990014807	9990014808	Reusable CO2 Adult SpO2 Sensor	115.00	23.00	87.01	Available
9990014809	9990014810	Reusable CO2 Adult SpO2 Sensor	22.00	23.00	76.84	Available
9990014811	9990014812	CM-5 SpO2 Extender Cable, 3m	120.00	23.00	93.40	Available
9990014813	9990014814	SpO2 5-pin D-sub Adapter (w/ 1.1m Cable)	180.00	23.00	158.60	Available
9990014815	9990014816	SpO2 5-pin D-sub Adapter cable (w/ 1.1m Cable)	210.00	23.00	181.70	Available
9990014817	9990014818	Reusable Adult SpO2 Sensor	240.00	23.00	187.88	Available
9990014819	9990014820	Reusable Adult SpO2 Sensor	192.00	23.00	138.08	Available
9990014821	9990014822	Reusable Adult SpO2 Sensor	264.00	23.00	202.18	Available
9990014823	9990014824	Reusable Adult SpO2 Sensor	276.00	23.00	212.57	Available
9990014825	9990014826	Reusable SpO2 Sensor Adult	235.00	23.00	173.15	Available
9990014827	9990014828	Reusable SpO2 Sensor Adult Finger	262.00	23.00	199.18	Available
9990014829	9990014830	Reusable SpO2 Sensor Pediatric	220.00	23.00	173.58	Available
9990014831	9990014832	Reusable Neonatal Hand/Foot SpO2	264.00	23.00	187.18	Available
<b>NIHP Instrumentation</b>						
9990014833	9990014834	Adult NIHP Air Heats 4.5m	73.00	23.00	54.11	Available
9990014835	9990014836	Adult NIHP Air Heats 3.0m	62.00	23.00	53.23	Available
<b>Reusable Blood Pressure Cuffs</b>						
9990014015	9990014016	Traditional Reusable NIHP Cuff Pa	169.05	23.00	135.17	Available
9990014017	9990014018	Traditional Reusable NIHP Cuff IA	297.11	23.00	216.61	Available
9990014019	9990014020	Traditional Reusable NIHP cuff/Pediat	88.85	23.00	59.51	Discontinued
9990014021	9990014022	Traditional Reusable NIHP cuff/Pediatric	47.00	23.00	52.34	Discontinued
9990014023	9990014024	Traditional reusable NIHP cuff/Adult	47.25	23.00	26.24	Available
9990014025	9990014026	Traditional reusable NIHP cuff/Adult	37.75	23.00	44.47	Discontinued
9990014027	9990014028	Traditional reusable NIHP cuff/High	82.00	23.00	88.06	Discontinued
9990014029	9990014030	Comfort Care Cuff, Pediatric	24.00	23.00	27.77	Available
9990014031	9990014032	Comfort Care Cuff, Small Adult	47.00	23.00	33.34	Available
9990014033	9990014034	Comfort Care Cuff, Adult	47.00	23.00	27.25	Available
9990014035	9990014036	Comfort Care Cuff, Large Adult	34.00	23.00	39.27	Available
9990014037	9990014038	Comfort Care Cuff, Thigh	68.00	23.00	50.87	Available
9990014039	9990014040	Easy Care Cuff, 1 Hose, Infant (1)	27.00	23.00	20.79	Available
9990014041	9990014042	Easy Care Cuff, 1 Hose, Pediatric (1)	23.00	23.00	22.18	Available
9990014043	9990014044	Easy Care Cuff, 1 Hose, Small Adult (1)	34.00	23.00	26.18	Available
9990014045	9990014046	Easy Care Cuff, 1 Hose, Adult (1)	33.00	23.00	24.64	Available
9990014047	9990014048	Easy Care Cuff, 1 Hose, Adult M, D	40.00	23.00	30.00	Available
9990014049	9990014050	Easy Care Cuff, 1 Hose, Leg Adult (1)	33.00	23.00	25.41	Available
9990014051	9990014052	Easy Care Cuff, 1 Hose, Leg Adult M, D	45.00	23.00	34.66	Available
9990014053	9990014054	Easy Care Cuff, 1 Hose, Thigh (1)	57.00	23.00	40.04	Available
<b>Disposable Blood Pressure Cuffs</b>						
9990014055	9990014056	Genie Care Cuff, Infant, 1.5lbs	84.00	23.00	64.88	Available
9990014057	9990014058	Genie Care Cuff, Infant, 1.5lbs	65.00	23.00	50.05	Available
9990014059	9990014060	Genie Care Cuff, Small Adult, 1.5lbs	67.00	23.00	51.88	Available
9990014061	9990014062	Genie Care Cuff, Adult, 1.5lbs	71.00	23.00	55.44	Available
9990014063	9990014064	Genie Care Cuff, Adult M, 1.5lbs	84.00	23.00	67.18	Available
9990014065	9990014066	Genie Care Cuff, Large Adult, 1.5lbs	77.00	23.00	55.44	Available
9990014067	9990014068	Genie Care Cuff, Large Adult M, 1.5lbs	74.00	23.00	58.24	Available
9990014069	9990014070	Genie Care Cuff, Thigh, 1.5lbs	85.00	23.00	65.65	Available
<b>ECG/Inhalated Circuit</b>						
9990014071	9990014072	IntraLine Set Adult/Ped	141.40	23.00	124.13	Available
9990014073	9990014074	Reinforcing N Set Adult/Ped	534.78	23.00	411.40	Available
9990014075	9990014076	Thermax N Set Infant/Neonatal	688.00	23.00	638.51	Available
<b>Non-Inhalated Dual Purpose Circuit (CPO/CP)</b>						
9990014077	9990014078	EMART CAPNOGRAPH CO2 PEDIATRIC	538.24	23.00	415.29	Available
9990014079	9990014080	EMART CAPNOGRAPH CO2 ADULT, INTERMED	538.24	23.00	415.29	Available
9990014081	9990014082	EMART CAPNOGRAPH PEDIATRIC	493.89	23.00	380.30	Available
9990014083	9990014084	EMART CAPNOGRAPH ADULT, INTERMED	493.89	23.00	380.30	Available
<b>Disposable Temperature Sprobes</b>						
9990014085	9990014086	Esophageal/Rectal Temperature Probe	161.00	23.00	123.97	Available
9990014087	9990014088	Skin Surface Temperature Probe	150.00	23.00	112.90	Available
9990014089	9990014090	Esophageal/Rectosigmoid Temperature Probe	202.00	23.00	158.97	Available
9990014091	9990014092	Esophageal/Rectosigmoid Temperature Probe	216.00	23.00	166.37	Available
9990014093	9990014094	Esophageal/Rectosigmoid Temperature Probe	207.00	23.00	150.19	Available
9990014095	9990014096	Falcy Catheter Temperature Probe	144.00	23.00	104.78	Available
9990014097	9990014098	Core Catheter Temperature Probe	211.00	23.00	163.47	Available
9990014099	9990014100	Esophageal/Rectal Temperature Probe	161.00	23.00	127.87	Available
<b>Reusable Temperature Sprobes</b>						
9990014101	9990014102	Esophageal/Rectal Temperature Probe	83.00	23.00	75.46	Available
9990014103	9990014104	Esophageal/Rectal Temperature Probe	139.00	23.00	107.00	Available
9990014105	9990014106	Skin Surface Temperature Probe	158.00	23.00	115.46	Available
9990014107	9990014108	Long Extension Cable	31.00	23.00	45.04	Available
9990014109	9990014110	Short Extension Cable	60.00	23.00	48.20	Available
<b>Batteries &amp; Chargers</b>						
9990014111	9990014112	Lithium Ion Battery Module	418.00	23.00	398.53	Available
<b>Paper</b>						
9990014113	9990014114	1-Channel Chemical Thermal Paper, Gray	36.00	23.00	27.71	Available
9990014115	9990014116	1-Channel Chem/Thermal Paper, 20 mm grid	191.00	23.00	147.07	Available
9990014117	9990014118	2-Channel Chem/Thermal Paper	45.00	23.00	47.74	Available
9990014119	9990014120	Self-Adhesive Chem/Thermal Paper	467.00	23.00	374.99	Available
<b>Cases</b>						
9990014121	9990014122	Cartridge Case for Fusion	356.00	23.00	278.33	Available
9990014123	9990014124	NIHP Work Book Carry Box Universal	345.00	23.00	268.05	Available
9990014125	9990014126	NIHP Work Book Carry Case Straps	38.00	23.00	19.50	Available
<b>Color Handies</b>						
9990014127	9990014128	Color Handie - Green	16.00	23.00	13.82	Material Discontinued as part of MHA shutdown effective 3/10/2017
9990014129	9990014130	Color Handie - Blue	16.00	23.00	13.82	Material Discontinued as part of MHA shutdown effective 3/10/2017
9990014131	9990014132	Color Handie - Yellow	16.00	23.00	13.82	Material Discontinued as part of MHA shutdown effective 3/10/2017
9990014133	9990014134	Color Handie - Red	16.00	23.00	13.82	Material Discontinued as part of MHA shutdown effective 3/10/2017
9990014135	9990014136	Color Handie - Gray	16.00	23.00	13.82	Material Discontinued as part of MHA shutdown effective 3/10/2017
<b>NIHP/NIHP/NIHP</b>						
9990014137	9990014138	Red Ref. Strip	30.00	23.00	20.07	Available
9990014139	9990014140	Q-CHE Compression Sensor Adhesive Pads	54.00	23.00	41.58	Available
9990014141	9990014142	Rect. Pad Electrode Repl. M3333A - Gray	78.00	23.00	57.73	Available
9990014143	9990014144	NIHP Wedge Ref. Ref. Pad	64.00	23.00	48.38	Available
9990014145	9990014146	NIHP Dome Cover	64.00	23.00	47.78	Available
9990014147	9990014148	NIHP Drill Card and Tray	108.00	23.00	83.16	Available
9990014149	9990014150	CPA Meter Refill Adhesive Pads	90.00	23.00	58.50	Available

**PHILIPS**

HeartStart

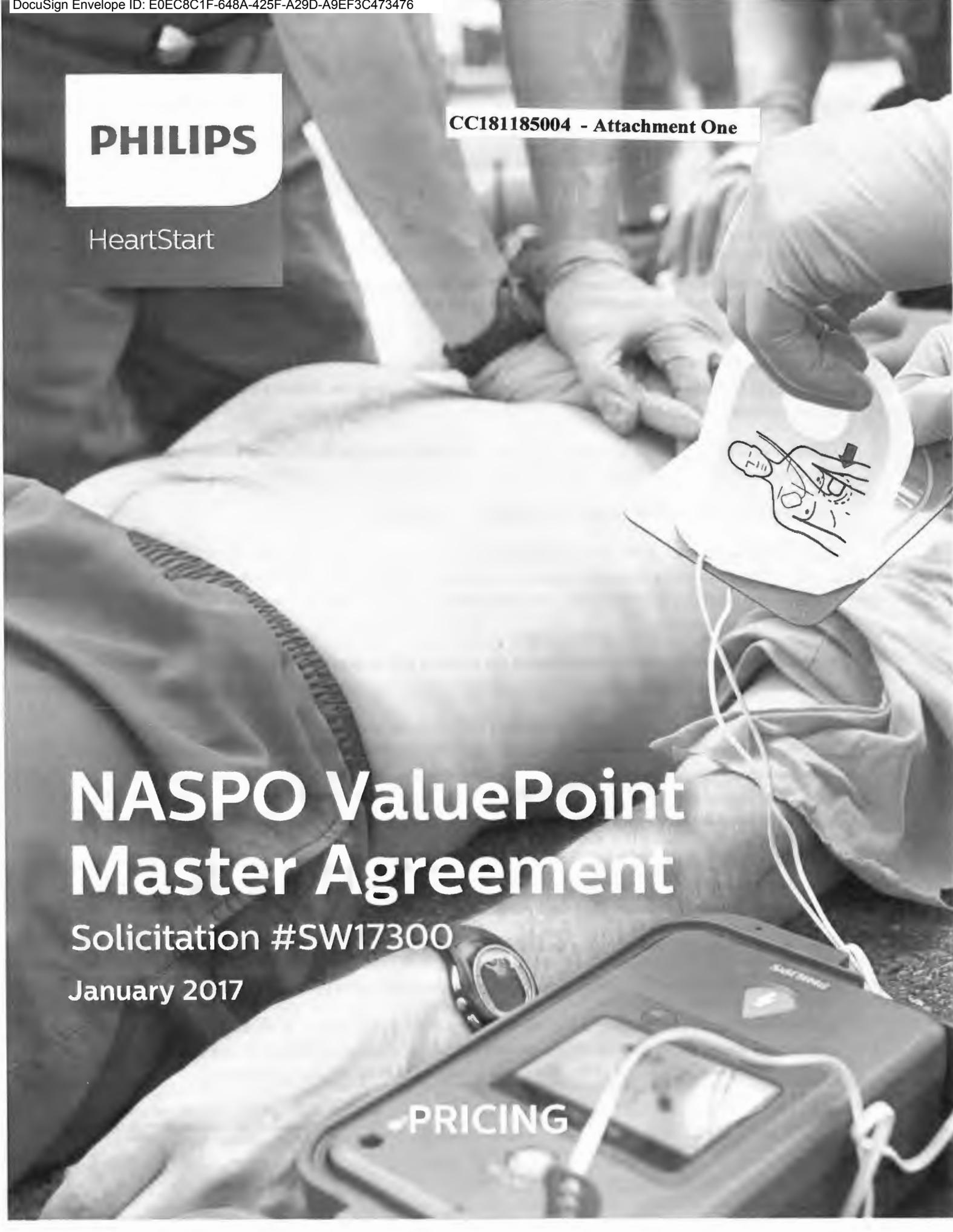
CC181185004 - Attachment One

# NASPO ValuePoint Master Agreement

Solicitation #SW17300

January 2017

PRICING



# Section 6

## Cost Proposal

Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Forms (Attachment C).

The Cost Proposal is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may result in your Proposal being deemed non-responsive.

### **Section 5: Price and Cost Proposal**

Cost proposals will be evaluated independent of the technical evaluation. Cost proposal must be submitted to the Lead State as a separate document in Offeror's Proposal. Do not embed cost proposal in the technical proposal response.

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment C.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by Cost Proposal Forms (Attachment C). Prices and rates shall include all anticipated charges, including, but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs and expenses incidental to the Offeror's performance.

Any travel costs must be included in the cost of the products and services being bid. No billing for travel will be allowed under this contract.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term is subject to the requirements detailed in Section 11 of the NASPO ValuePoint Master Agreement Terms and Conditions.

### **Attachment C: Example Cost Language and Evaluation Sheets**

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Fixed rate line item pricing on devices and market basket items and a percentage discount off a supplier's catalogue pricing shall be offered on SW17300. Price Schedule for each or any category of goods identified in Attachment B of this RFP and reflected in the Price Schedule. The percentage

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**PHILIPS**

## Cost

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discounts offered for each type of service in Attachment B of this RFP shall remain firm for the duration of the NASPO ValuePoint Master Agreements, including all optional renewals.

Each of the categories, excluding on-site training, must have a single price or rate list for all Participating Entities.

Offeror must submit cost, prices and rates as required by the Cost Proposal Forms (Attachment C). Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance.

The prices, rates and costs proposed in the Offeror's response must be valid for a minimum of 1 year after any resulting Master Agreement is signed. Offeror's cost proposal must describe how future cost increases will be minimized and capped and how both increases and decreases will be passed on to the Lead State if the Master Agreement is renewed after the initial term. The Offeror must explain the proposed process to implement cost changes, and how the Lead State will be notified. Cost changes may not occur more than once per quarter and only with the prior approval of the lead state.

Offeror Name	Philips Healthcare
Catalogue Discount	Onsite -38% ; FRx -35% ; FR3 -35% ; AED Supplies and Accessories -35%; MRx -30% ; MRX Accessories 23%

AED Device Model:	Onsite, FRx, FR3 and MRx Monitor/Defibrillator
AED Device Category*:	I, II & III As defined by this RFP
AED Device Unit Cost:	See below for Net Costs
AED Device Extended Warranty Cost:	AED - NA (8 and 5 year warranties); MRX -Variable Options post warranty
AED Device Service Plan Cost (Bi-Annual):	AED - NA (8 and 5 year warranties); MRX -Variable Options post warranty

*Category Options Listed Below:
Category I - Public Access and Infrequent User AEDs
Category II - First Responder AEDs
Category III - Professional Defibrillators

Market Basket Items for Bid Device			
Item Name	Item Model	Cost Per Unit (Net)	Notes (Discounts)
<b>AEDs</b>			
<b>FR3</b>			
HeartStart FR3 Defibrillator, Text	861388	\$1,819.35	35%
A01 FAA Compliant Battery	861388_A01	\$16.25	35%
HeartStart FR3 Defibrillator, ECG	861389	\$2,158.00	35%
A01 FAA Compliant Battery	861389_A01	\$16.25	35%
<b>FRx</b>			
HeartStart FRx Defibrillator	861304	\$1,268.80	35%
A01 FRx Aviation Bundle	861304_A01	\$110.50	35%
A04 FRx Aviation SWA, No Case	861304_A04	\$14.95	35%
C01 Standard Carry Case	861304_C01	\$95.55	35%
C03 Hard Case	861304_C03	\$147.55	35%
C04 No Carry Case	861304_C04	\$0.00	35%
R01 FRx Ready-Pack	861304_R01	\$117.00	35%
R02 FRx Ready-Pack Aviation	861304_R02	\$132.60	35%
<b>HS1 Onsite</b>			
HeartStart Defibrillator, HS1	M5066A	\$839.48	38%
C01 HS1 Standard Carry Case	M5066A_C01	\$62.62	38%
C02 HS1 Slim Carry Case	M5066A_C02	\$21.70	38%
C03 Hard Case	M5066A_C03	\$140.74	38%
R01 Ready-Pack	M5066A_R01	\$97.96	38%
<b>AED Supplies</b>			
<b>FR3 Accessories</b>			
Battery Charger, FR3 Training Battery	861394	\$201.50	35%
QCPR METER, BUNDLE ASSY	989803149941	\$841.75	35%

Cable Link, FR3 to Q-CPR Meter	989803149951		\$100.75	35%
SMART Pads III, 1 set	989803149981		\$29.90	35%
SMART Pads III, 5 sets	989803149991		\$135.20	35%
Pad Sentry, FR3	989803150011		\$25.35	35%
Infant/Child Key, FR3	989803150031		\$63.05	35%
3-Lead ECG Cable, FR3, AAMI	989803150041		\$198.25	35%
Fast Response Kit, FR3	989803150111		\$33.15	35%
Primary Battery, FR3	989803150161		\$175.50	35%
FAA Compliant Battery, FR3	989803150171		\$169.65	35%
Bottom Case Insert for FR3 Case	989803150211		\$24.05	35%
Rechargeable clinical use battery, FR3	989803150241		\$325.00	35%
CPR Meter Cradle, FR3	989803162231		\$14.95	35%
<b>FR3 Training Materials</b>				
AED Trainer 3	861467		\$293.15	35%
A01 Case, Pads, Cable, Key	861467_A01		\$0.00	35%
Replacement Training Pads III	989803150181		\$16.90	35%
FR3 Training Pack	989803150191		\$198.25	35%
Interconnect Cable, Training Pads III	989803150201		\$12.35	35%
Remote Control for AED Trainer 3	989803171631		\$31.20	35%
<b>FRx Accessories</b>				
HeartStart SMART Pads II	989803139261		\$36.40	35%
Aviation Battery, FRx Defibrillator	989803139301		\$114.40	35%
Infant/Child Key, FRx Defibrillator	989803139311		\$68.25	35%
<b>FRx Training Materials</b>				
HeartStart FRx Trainer	861306		\$239.85	35%
Quick Reference Guide, FRx, English	989803138601		\$3.25	35%
Owner Manual, FRx, English	989803138731		\$14.95	35%
HeartStart Adult Training Pads II Kit	989803139271		\$54.60	35%
Replacement Training Pads II	989803139291		\$22.10	35%
Training Toolkit, FRx Defib, US Eng NTSC	989803139321		\$22.10	35%
Training Video, FRx Defib, US Engl NTSC	989803139341		\$10.40	35%
<b>FRx/FR3 Cross Compatibility</b>				
Heartstream Pads to QUIK-COMBO Adapter	05-10000		\$27.30	35%
Heartstream Pads to Zoll Adapter	05-10100		\$27.30	35%
Heartstream Pads to CodeMaster Adapter	05-10200		\$27.30	35%
<b>FRx/Onsite Accessories</b>				
Fast Response Kit	68-PCHAT		\$29.90	35%
HS1 Battery Pack	M5070A		\$109.85	35%
<b>FRx/Onsite Training Materials</b>				
External Manikin Adapter	M5089A		\$37.70	35%
Internal Manikin Adapter	M5088A		\$22.10	35%
Adult Pad Placement Guide	M5090A		\$18.85	35%
HeartStart Inf./Ch. Pad Placement Guide	989803139281		\$18.85	35%
<b>HeartStart Cabinets, Cases &amp; Wall Mounts</b>				
Secure Pull Seal for Wall Mount, 10 pack	M3859A		\$7.15	35%
AED Cabinet, Semi-recessed	PFE7023D		\$304.85	35%
AED Cabinet, Wall Surface Mounted	PFE7024D		\$286.00	35%
Carrying Case, Plastic Waterproof Shell	YC		\$147.55	35%

Standard Carry Case for HeartStart HS1	M5075A		\$86.45	35%
Slim Carry Case for HeartStart HS1	M5076A		\$72.80	35%
Defibrillator Cabinet - Basic	989803136531		\$164.45	35%
Carrying Case, FRx Defibrillator	989803139251		\$95.55	35%
HeartStart FRx Trainer Carry Case	989803139531		\$18.85	35%
Philips System Case, Rigid, FR3	989803149971		\$157.95	35%
Defibrillator Cabinet, BLANK, Basic	989803169181		\$162.50	35%
AED Wall Mount	989803170891		\$63.70	35%
Philips Soft System Case w/o Auto-On FR3	989803179161		\$106.60	35%
Philips Small Soft Case w/o Auto-On, FR3	989803179181		\$104.00	35%
<b>HeartStart Data Management</b>				
Event Review Pro 4.x	861431		\$0.00	35%
A01 Single-PC License	861431_A01		\$1,670.50	35%
A03 Sitewide License	861431_A03		\$4,013.75	35%
A05 ERPro Limited Distribution	861431_A05		\$1.30	35%
Event Review Pro 4.x Upgrade from 3.x	861436		\$0.00	35%
A01 Single-PC License	861436_A01		\$666.25	35%
A03 Site-Wide License	861436_A03		\$1,335.75	35%
A05 ERPro Upgrade Limited Dist	861436_A05		\$1.30	35%
HeartStart Data Messenger	861451		\$0.00	35%
A01 - Single PC License	861451_A01		\$139.75	35%
A03 - Site License	861451_A03		\$2,665.00	35%
A05 DM Limited Distribution	861451_A05		\$1.30	35%
HeartStart Configure Software	861487		\$43.55	35%
A01 Configure - United States	861487_A01		\$0.00	35%
A05 Config Limited Distributn	861487_A05		\$1.30	35%
ACT-IR Data cable for HeartStart AED's	ACT-IR		\$92.95	35%
Data Card, FR3	989803150061		\$59.80	35%
Bluetooth transceiver module, FR3	989803150081		\$90.35	35%
<b>HeartStart Wall Signs, Awareness Placards, Posters</b>				
AED Awareness Posters	861476		\$14.30	35%
AED Wall Mount and Signage Bundle	861477		\$92.95	35%
AED Signage Bundle	861478		\$42.90	35%
AED Awareness Placard, red	989803170901		\$17.55	35%
AED Awareness Placard, green	989803170911		\$16.90	35%
AED Wall Sign, red	989803170921		\$23.40	35%
AED Wall Sign, green	989803170931		\$22.75	35%
<b>Onsite Accessories</b>				
HS1 Adult SMART Pads Cartridge	M5071A		\$43.55	35%
HS1 Infant/Child SMART Pads Cartridge	M5072A		\$70.20	35%
<b>Onsite Training Materials</b>				
HS1 Adult Training Pads Cartridge	M5073A		\$54.60	35%
HS1 Infant/Child Training Pads Cartridge	M5074A		\$59.15	35%
IFU, Philips HeartStart Trainer	M5085-91900		\$7.15	35%
Owner's Manual, Onsite, English	M5066-91900		\$14.95	35%
Quick Reference, HS1 English	M5066-97800		\$3.25	35%
Training Toolkit DVD/CD, HS1, Engl NTSC	M5066-89100		\$22.10	35%
HeartStart Trainer Replacem. Carry Case	M5087A		\$18.85	35%

HeartStart MRx ALS monitor	M3536A		\$7,490.00	30%
A01 SpO2 (White)	M3536A_A01		\$1,151.50	30%
A02 SpO2 and NBP (White)	M3536A_A02		\$3,255.00	30%
A03 SpO2, NBP, etCO2 (White)	M3536A_A03		\$6,370.00	30%
A04 EtCO2 (White)	M3536A_A04		\$3,150.00	30%
A05 SpO2, BP, EtCO2,Temp (WHT)	M3536A_A05		\$7,140.00	30%
A06 SpO2,BP,CO2,IBP&Tnp (WHT)	M3536A_A06		\$8,715.00	30%
A07 SpO2, NBP, IBP & Temp	M3536A_A07		\$5,718.30	30%
A11 SpO2 and EtCO2	M3536A_A11		\$4,200.00	30%
A20 Base unit (Gray)	M3536A_A20		\$360.50	30%
A21 Unit w/SpO2 (Grey)	M3536A_A21		\$1,512.00	30%
A22 Unit w/SpO2, NIBP (grey)	M3536A_A22		\$3,615.50	30%
A23 SpO2, NIBP, CO2 (Grey)	M3536A_A23		\$6,730.50	30%
A24 eTCO2 (grey)	M3536A_A24		\$3,510.50	30%
A25 SpO2, BP, CO2, Tmp - G	M3536A_A25		\$7,500.50	30%
A26 SpO2, BP, CO2, IP, Tmp - G	M3536A_A26		\$9,075.50	30%
A27 SpO2 and EtCO2 (grey)	M3536A_A27		\$4,560.50	30%
<b>Software Functionality Options</b>				
B01 Noninvasive Pacing	M3536A_B01		\$1,645.00	30%
B02 12 Lead ECG acquisition	M3536A_B02		\$2,800.00	30%
B04 75mm Printer - White	M3536A_B04		\$360.50	30%
B06 12-LD Trans. Bluetooth	M3536A_B06		\$1,485.40	30%
B08 Q-CPR	M3536A_B08		\$2,096.50	30%
B09 Q-CPR Data Capture	M3536A_B09		\$140.00	30%
B10 MRx Event Sum, Bluetooth	M3536A_B10		\$1,485.40	30%
B11 MRx 12-LTx, Rosetta LT	M3536A_B11		\$1,530.20	30%
B12 Batch LAN Data X-fer	M3536A_B12		\$360.50	30%
B14 Audio Recording	M3536A_B14		\$721.00	30%
B17 ACI-TIPI & TPI	M3536A_B17		\$357.00	30%
B18 Per. Clin. Data X-mit	M3536A_B18		\$1,113.70	30%
<b>Accessory Options</b>				
C01 Water Resistant Paddles	M3536A_C01		\$497.00	30%
C02 Ext. Paddles, Water Res.	M3536A_C02		\$616.70	30%
C03 Data Card	M3536A_C03		\$68.60	30%
C05 Lithium Ion Battery	M3536A_C05		\$290.50	30%
C06 AC Power Module	M3536A_C06		\$297.50	30%
C07 Barrel Style Cable	M3536A_C07		\$0.00	30%
C09 MRx Wide Bed Rail Hook	M3536A_C09		\$0.00	30%
C10 5/5 ECG Lead Sets	M3536A_C10		\$0.00	30%
C16 Shielded 12Ld ECG Cble Set	M3536A_C16		\$58.10	30%
C20 Red hard case, det. pouch	M3536A_C20		\$0.00	30%
C21 Blk soft case-pads/paddles	M3536A_C21		\$0.00	30%
C22 Blk hard case, det.pouch	M3536A_C22		\$0.00	30%
<b>Wireless Link Transmission Options</b>				
D01 Wireless Link-Generic	M3536A_D01		\$3,496.50	30%
D02 Wireless Link-Verizon	M3536A_D02		\$3,496.50	30%
D03 Wireless Link-AT&T	M3536A_D03		\$3,496.50	30%
<b>User Documentation Options</b>				
LP1 User Instructions Guide	M3536A_LP1		\$0.00	30%
LP2 User Training Video	M3536A_LP2		\$18.90	30%

LP3 User Video-DVD	M3536A_LP3	\$18.90	30%
LPK Label for AED emphasis	M3536A_LPK	\$0.00	30%
<b>Service Documentation Options</b>			
SM1 Service Manual	M3536A_SM1	\$55.30	30%
SM2 Service Trg Workbook	M3536A_SM2	\$37.80	30%
SM3 Service Training Video	M3536A_SM3	\$18.90	30%
<b>Warranty Options</b>			
W01 - 1 Year, on-site warranty	M3536A_W01	\$0.00	30%
W22 2-yr Bench Repair Warranty	M3536A_W22	\$0.00	30%
WA2 3-Year Biomed Warranty	M3536A_WA2	\$0.00	30%
<b>Upgrade Options</b>			
MRx Wireless Link Upgrade - Verizon	860376	\$3,517.50	30%
MRx Wireless Link Upgrade-AT&T	860377	\$3,517.50	30%
MRx Wireless Link Upgrade-Generic	860378	\$3,517.50	30%
MRx Generic Wireless Link for Bluetooth	860383	\$1,396.50	30%
MRx Verizon Wireless Link for Bluetooth	860384	\$1,396.50	30%
MRx AT&T Wireless Link for Bluetooth	860385	\$1,396.50	30%
MRx White to Grey Upgrade	860406	\$5,740.00	30%
A20 Base Unit (gray)	860406_A20	\$0.00	30%
A22 SpO2, NIBP (gray)	860406_A22	\$0.00	30%
A23 SpO2, NIBP, CO2 (gray)	860406_A23	\$0.00	30%
A25 SpO2, BP, CO2, Tmp (gray)	860406_A25	\$0.00	30%
A26 SpO2, BP, CO2, IP, Tmp (g)	860406_A26	\$0.00	30%
C20 Red hard case, det. pouch	860406_C20	\$0.00	30%
C21 Blk soft case-pads/paddles	860406_C21	\$0.00	30%
MRx Event Summary, BT Upgr	861325	\$1,708.00	30%
MRx 12-LTx, Rosetta LT Upgr	861326	\$1,856.40	30%
HS MRx Invasive Blood Pressure Upgrade	861359	\$1,658.30	30%
HS MRx Temperature Upgrade	861360	\$865.20	30%
MRx ACI-TIPI & TPI Upgrade	861442	\$396.90	30%
MRx Periodic Clinical Data Trans Upgrade	861443	\$1,297.80	30%
MRx CPR Meter Upgrade	861444	\$2,096.50	30%
MRx Batch Data Transfer Upgrade	861447	\$432.60	30%
HS MRx EMS Software Upgrade	861485	\$72.10	30%
MRx Internal Bluetooth Card	989803153411	\$148.40	30%
HeartStart MRx SpO2 upgrade	M3530A	\$1,438.50	30%
HeartStart MRx NBP upgrade	M3531A	\$2,523.50	30%
HeartStart MRx etCO2 upgrade	M3532A	\$3,745.70	30%
HeartStart MRx Pacing upgrade	M3533A	\$2,055.20	30%
HS MRx 12-Lead ECG upgrade	M3534A	\$0.00	30%
B02 12-Lead ECG Acquisition	M3534A_B02	\$2,884.00	30%
B04 75mm Printer (white)	M3534A_B04	\$645.40	30%
B08 Q-CPR	M3536A_B08	\$2,096.50	30%
12-lead Transmission-BlueTooth	M3801A	\$1,708.00	30%
HS MRx Therapy Board Upgrade	M3808A	\$1,297.80	30%
HS MRx Hardware Upgrade	M4765A	\$0.00	30%
B02 RS232 Secure Connect	M4765A_B02	\$1,856.40	30%
MRx Q-CPR Data Capture Upgrade	M4771A	\$140.00	30%
MRx Audio Recording Upgrade	M4772A	\$865.20	30%
MRx Internal/External Data Card Upgrade	M4773A	\$402.50	30%

HS MRx External Paddles upgrade	M5527A	\$149.80	30%
C01 Water Resistant Paddles	M5527A_C01	\$511.70	30%
<b>Software</b>			
A01 Single-PC License	861431_A01	\$1,799.00	30%
A06 Multi-download License	861431_A06	\$4,315.50	30%
A01 Single-PC License	861436_A01	\$717.50	30%
A03 Site-Wide License	861436_A03	\$1,438.50	30%
A01 - Classic 12-Lead Edition	861440_A01	\$2,096.50	30%
A03 - Critical Care Edition	861440_A03	\$3,496.50	30%
A01 - Classic 12-Lead Edition	861441_A01	\$209.30	30%
A03 - Critical Care Edition	861441_A03	\$1,396.50	30%
A01 - Single PC License	861451_A01	\$150.50	30%
A03 - Site License	861451_A03	\$2,870.00	30%
A01 - Single PC License	861453_A01	\$700.00	30%
<b>MRX Supplies</b>			
<b>Multifunction Electrode Pads</b>			
Adult/Child Pre-Connect Defib Pad	989803166021	\$242.55	23%
Adult/Child Pre-Connect Defib Pad	989803166021	\$242.55	23%
Adult/Child Pads AAMI Barrel Conn.	M3501A	\$208.67	23%
Adult/Child Pads AAMI Barrel Conn.	M3501A	\$208.67	23%
Infant Pads AAMI Barrel Conn.	M3504A	\$110.11	23%
Infant Pads AAMI Barrel Conn.	M3504A	\$110.11	23%
HeartStart Adult/Child Plus Pads	M3713A	\$223.30	23%
HeartStart Adult/Child Plus Pads	M3713A	\$223.30	23%
HS Adult/Child Radiolucent Pads	M3716A	\$238.70	23%
HS Adult/Child Radiolucent Pads	M3716A	\$238.70	23%
HeartStart Infant Plus Pads	M3717A	\$119.35	23%
HeartStart Infant Plus Pads	M3717A	\$119.35	23%
HS Adult Radiotransparent Pads	M3718A	\$323.40	23%
HS Adult Radiotransparent Pads	M3718A	\$323.40	23%
HS Pedi Radiotransparent Pads	M3719A	\$138.60	23%
HS Pedi Radiotransparent Pads	M3719A	\$138.60	23%
Heartstream Pads to QUIK-COMBO Adapter	05-10000	\$32.34	23%
Heartstream Pads to Zoll Adapter	05-10100	\$32.34	23%
Heartstream Pads to CodeMaster Adapter	05-10200	\$32.34	23%
<b>External Multifunction Cables and Test Loads</b>			
CM 50 ohm Test Load	M1781A	\$99.33	23%
CM 50 ohm Test Load	M1781A	\$99.33	23%
Hands-free Cable Barrel Conn.	M3507A	\$109.34	23%
Hands-free Cable Barrel Conn.	M3507A	\$109.34	23%
HeartStart Hands-free Cable	M3508A	\$101.64	23%
HeartStart Hands-free Cable	M3508A	\$101.64	23%
HeartStart 50 ohm Test Load	M3725A	\$96.25	23%
HeartStart 50 ohm Test Load	M3725A	\$96.25	23%
Replacement Pads/CPR Meter Cable	989803158661	\$138.60	23%
<b>External Paddles</b>			
External Paddles - Water Resistant	M3543A	\$562.87	23%
<b>ECG Monitoring Electrodes</b>			

Adult Solid Gel Snap Electrode (Foam)	989803148801	\$149.38	23%
Adult Radiolucent Electrode (Foam)	989803148821	\$142.45	23%
Adult Radiotranslucent Foam Electrode	M2202A	\$89.32	23%
<b>12 Lead ECG Cables &amp; Lead Sets</b>			
CBL 5 Lead Snap Chest AAMI, ICU	M1602A	\$89.32	23%
CBL 5 Leadset, Snap, AAMI, ICU	M1644A	\$80.08	23%
CBL 10 Lead ECG Trunk AAMI/IEC 2m	M1663A	\$206.36	23%
CBL 5 Leadset, Grabber, AAMI, ICU	M1968A	\$87.01	23%
CBL 5 Leadset, Grabber,Chest, AAMI,ICU	M1976A	\$80.08	23%
CBL 5 Lead, Snap, Shld, AAMI, Limb, Rgd	989803176161	\$92.40	23%
CBL 5 Lead, Snap, Shld, AAMI, Chest, Rgd	989803176171	\$107.80	23%
<b>3 Lead Cable Set</b>			
CBL 3 Lead ECG Patient Trunk, AAMI	M1500A	\$115.62	23%
CBL Shielded 3-Ld, Snaps, Safety, AAMI	M1605A	\$89.74	23%
<b>5 Lead Cables Set</b>			
CBL 5 Lead ECG Patient Trunk, AAMI	M1520A	\$152.81	23%
CBL Shielded 5-Ld, Snaps, Safety, AAMI	M1625A	\$97.83	23%
<b>SpO2</b>			
Disposable Adult/Pedi SpO2 Sensor	M1131A	\$187.88	23%
Infant Disposable SpO2 Sensor	M1132A	\$228.69	23%
Reusable Adult SpO2 Sensor	M1191B	\$203.28	23%
Reusable Adult SpO2 Sensor	M1191BL	\$212.52	23%
Reusable SpO2 Sensor Adult	M1191T	\$173.25	23%
SNSR SpO2 Pedi/Small adult finger	M1192A	\$203.28	23%
Reusable SpO2 Sensor Pediatric	M1192T	\$173.25	23%
SNSR Neonatal Hand/Foot SpO2	M1193A	\$203.28	23%
Pediatric/Adult Ear Clip SpO2 Sensor	M1194A	\$203.28	23%
SPO2 INFANT SENSOR	M1195A	\$203.28	23%
Reusable Clip Adult SpO2 Sensor	M1196A	\$87.01	23%
Reusable Clip Adult SpO2 Sensor	M1196T	\$70.84	23%
CBL SpO2 Extension Cable, 2m	M1941A	\$92.40	23%
SpO2 9-pin D-sub Adapter cbl 1.1m(8-pin)	M1943A	\$138.60	23%
SpO2 8-pin D-sub Adapter cable 3m (8pin)	M1943AL	\$161.70	23%
<b>NIBP Interconnect Tubing</b>			
Adult NIBP Air Hose 1.5m	M1598B	\$56.21	23%
Adult NIBP Air Hose 3.0m	M1599B	\$53.13	23%
<b>Reusable Blood Pressure Cuffs</b>			
Comfort Care Cuff, Pediatric	M1572A	\$27.72	23%
Comfort Care Cuff, Small Adult	M1573A	\$32.34	23%
Comfort Care Cuff, Adult	M1574A	\$32.34	23%
Comfort Care Cuff, Large Adult	M1575A	\$39.27	23%
Comfort Care Cuff, Thigh	M1576A	\$50.82	23%
Easy Care Cuff, 1 Hose, Infant (1)	M4552B	\$20.79	23%
Easy Care Cuff, 1 Hose, Pediatric (1)	M4553B	\$22.33	23%
Easy Care Cuff, 1 Hose, Small Adult (1)	M4554B	\$26.18	23%
Easy Care Cuff, 1 Hose, Adult (1)	M4555B	\$24.64	23%
Easy Care Cuff, 1 Hose, Adult XL (1)	M4556B	\$30.80	23%
Easy Care Cuff, 1 Hose, Lrg Adult (1)	M4557B	\$25.41	23%
Easy Care Cuff,1 Hose,Lrg Adult XL (1)	M4558B	\$34.65	23%
Easy Care Cuff, 1 Hose, Thigh (1)	M4559B	\$40.04	23%

Traditional Reusable NIBP Cuff Kit	40400A	\$130.17	23%
Traditional Reusable NIBP Cuff Kit	40400B	\$228.81	23%
Traditional Reusable NIBP Cuff/Infant	40401A	\$29.91	23%
Traditional Reusable NIBP cuff/pediatric	40401B	\$32.34	23%
Traditional reusable NIBP cuff/adult.	40401C	\$36.38	23%
Traditional reusable NIBP cuff/ig. adult	40401D	\$44.47	23%
Traditional reusable NIBP cuff/thigh.	40401E	\$63.06	23%
<b>Disposable Blood Pressure Cuffs</b>			
Gentle Care Cuff, Infant 1-tube	M4572B	\$64.68	23%
Gentle Care Cuff, Pediatric, 1-tube	M4573B	\$50.05	23%
Gentle Care Cuff, Small Adult, 1-tube	M4574B	\$51.59	23%
Gentle Care Cuff, Adult, 1-tube	M4575B	\$55.44	23%
Gentle Care Cuff, Adult XL, 1-tube	M4576B	\$67.76	23%
Gentle Care Cuff, Large Adult, 1-tube	M4577B	\$55.44	23%
Gentle Care Cuff, Large Adult XL, 1-tube	M4578B	\$75.46	23%
Gentle Care Cuff, Thigh, 1-tube	M4579B	\$65.45	23%
<b>EtCO2 Intubated Circuits</b>			
FilterLine Set Adult/Pedi	M1920A	\$264.42	23%
FilterLine H Set Adult/Pedi	M1921A	\$411.40	23%
FilterLine H Set Infant/Neonatal	M1923A	\$528.84	23%
<b>Non-Intubated Dual Purpose Circuits (CO2/O2)</b>			
SMART CAPNOLINE O2, PEDIATRIC	M2520A	\$415.29	23%
SMART CAPNOLINE O2 plus, ADULT, intermed	M2522A	\$415.29	23%
<b>Non-Intubated Single Purpose Circuits (CO2)</b>			
SMART CAPNOLINE, PEDIATRIC	M2524A	\$380.30	23%
SMART CAPNOLINE plus, ADULT, intermed	M2526A	\$380.30	23%
<b>Disposable Temperature Supplies</b>			
Esophageal/Rectal Temperature Probe	21090A	\$123.97	23%
Skin Surface Temperature Probe	21091A	\$115.50	23%
Esophageal/Stethoscope Temperature Probe	21093A	\$158.62	23%
Esophageal/Stethoscope Temperature Probe	21094A	\$166.32	23%
Esophageal/Stethoscope Temperature Probe	21095A	\$159.39	23%
Foley Catheter Temperature Probe	21096A	\$164.78	23%
Foley Catheter Temperature Probe	21097A	\$162.47	23%
Esophageal/Rectal Temperature Probe	M1837A	\$123.97	23%
<b>Reusable Temperature Supplies</b>			
Esophageal/Rectal Temperature Probe	21075A	\$75.46	23%
Esophageal/Rectal Temperature Probe	21076A	\$107.03	23%
Skin Surface Temperature Probe	21078A	\$152.46	23%
Long Extension Cable	21082A	\$40.04	23%
Short Extension Cable	21082B	\$46.20	23%
<b>Batteries &amp; Chargers</b>			
Lithium Ion Battery Module	M3538A	\$319.55	23%

<b>Paper</b>			
MRx Wide Printer Paper	989803138171	\$47.74	23%
MRx Wide Printer Paper	989803138181	\$374.99	23%
1-Channel Chemical Thermal Paper, Gray	40457C	\$27.72	23%
1-Channel Chem/Thermal Paper, 40 mm grid	40457D	\$147.07	23%
<b>Cases</b>			
Carrying Case for Fusion	M3541A	\$273.35	23%
MRx Black Soft Carry Bag Universal	989803185181	\$265.65	23%
MRx Black Soft Carry Case Straps	989803174261	\$23.10	23%
<b>Color Handles</b>			
Color Handle - Green	M5521A	\$12.32	23%
Color Handle - Blue	M5522A	\$12.32	23%
Color Handle - Yellow	M5523A	\$12.32	23%
Color Handle - Rose	M5524A	\$12.32	23%
Color Handle - Grey	M5525A	\$12.32	23%
<b>Miscellaneous</b>			
MRx Data Card and Tray	989803146981	\$83.16	23%
Rect. Pdl Electrode Repl. M3535A - Gray	M4759A	\$57.75	23%
CPR Meter Patient Adhesive Pads	989803163291	\$38.50	23%
Q-CPR Compression Sensor Adhesive Pads	M4762A	\$41.58	23%
MRx Display Cover	M4737A	\$67.76	23%
Bed Rail Hook	M3537A	\$20.02	23%
MRx Wide Bed Rail Hook	M3549A	\$49.28	23%

<b>On-Site Training Costs</b>		
Participating State	Cost	Notes
USA	\$762.85	Medic First Aid Responder Training, 4-hour – CPR/AED (up to 12 students) Includes fundamental cardiopulmonary resuscitation (CPR) and operation of Philips HeartStart Defibrillator. (Part Number: 861280, Option S01)
USA	\$930.05	Medic First Aid Responder Training, 6-hour – CPR/AED/First Aid (up to 12 students) Includes fundamental cardiopulmonary resuscitation (CPR), first aid, and operation of Philips HeartStart Defibrillator. (Part Number: 861280, Option S02)
USA	\$782.80	AHA Heartsaver AED with Adult CPR (1- 8 Students) Includes adult cardiopulmonary resuscitation (CPR); operation of Philips HeartStart Defibrillator, using barrier devices in CPR, and giving first aid for choking. (Part Number: 989803147641)

USA	\$245.10	AED Inspection – on-site inspection of your AED by certified HeartStart Essentials AED Inspector. Includes written inspection report and entry into SMART Track if applicable. (Part Number: 989803150481)
USA	See notes	MRx - Customers qualify for 8 consecutive hours (7am-7pm) of training with a Philips Clinical Educator for every \$75,000 in hardware purchased. We are also flexible in the delivery of training to meet the customer's needs including taking shift work into consideration. Typically, this meets the needs of our customer base.

**CERTIFIED COPY OF ORDER**

185 -2020

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 20

In the County Commission of said county, on the 21st day of April 2020

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 Sheriff's Department to dispose of the following list of County Property by way of transfer to the Facilities Maintenance Department.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal Forms.

Done this 21st day of April 2020.

ATTEST:

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

*Daniel Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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TO: Boone County Commission

FROM: Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

DATE: **April 15 , 2020**

RE: Transfer of County Property - UTV and Snowplow , asset tags 18408 & 18413

Attached are Disposal Forms for a Kubota utility vehicle (UTV), asset tag 18408 and a snowplow , asset tag 18413. These are currently located in the Sheriff Department and are being transferred to Facilities Maintenance.

The equipment was originally purchased by the Sheriff Department for use during special events and for snow removal. After the Boone County Sheriff Department's maintenance needs re-evaluated into Facilities Maintenance, it was determined that Facilities Maintenance has a greater need for this equipment and uses it more than the Sheriff Department staff.

cc: Disposal File; Gary German, Sheriff, Doug Coley , Facilities

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 3-3-20

Fixed Asset Tag Number: 18408

Description of Asset: Kubota UTV and snowplow

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Transfer to Facilities Maintenance

Other Information (Serial number, etc.): RTV900 KRTV900A410 and snowplow serial# 225478

Condition of Asset: Good

Reason for Disposition: Not utilized by BCSD and FM uses it mostly

Location of Asset and Desired Date for Removal to Storage: BCSD any time

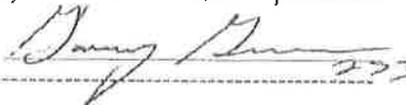
Was asset purchased with grant funding?  YES  NO

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: 1251 Sheriff Op (2540 Civil)

Signature



To be Completed by: AUDITOR

Original Acquisition Date 1/10/13

G/L Account for Proceeds 2540-3835

Original Acquisition Amount 5995.00

Original Funding Source 2746

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name Facilities Maintenance Number \_\_\_\_\_  
Location within Department \_\_\_\_\_  
Individual \_\_\_\_\_

Trade  Auction  Scaled Bids

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

Commission Order Number 185-2020

Date Approved 4-21-2020

Signature Daniel Atwill

**RECEIVED**

**MAR 26 2020**

**BOONE COUNTY  
AUDITOR**

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 3-3-20

Fixed Asset Tag Number: 18413

Description of Asset: Kubota UTV and snowplow

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Transfer to Facilities Maintenance

Other Information (Serial number, etc.): RTV900 KRTV900A410 and snowplow serial# 225478

Condition of Asset: Good

Reason for Disposition: Not utilized by BCSD and FM uses it mostly

Location of Asset and Desired Date for Removal to Storage: BCSD any time

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: 1251 Sheriff Op (2540 Civil)

Signature *Danny [unclear]*

To be Completed by: AUDITOR

Original Acquisition Date 1/25/13

G/I. Account for Proceeds 2540 - 38365

Original Acquisition Amount 2300.00

Original Funding Source 2746

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name Facilities Maintenance Number \_\_\_\_\_

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

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

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

Commission Order Number 185-2020

Date Approved 4-21-2020

Signature Daniel Atwill

**RECEIVED**

**MAR 26 2020**

**BOONE COUNTY  
AUDITOR**

186 -2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

April

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision from the Facilities Maintenance Department to move funds from Grounds Maintenance (60400) to Machinery & Equipment (91300) for the transfer of Utility Vehicle (asset tag 18408) from Sheriff Civil Charges to Facilities Maintenance.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6104	60400	Grounds Maintenance	Grounds Maintenance	1,360	
6104	91300	Grounds Maintenance	Machinery & Equipment		1,360
				1,360	1,360

Done this 21st day of April 2020.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner  
Janet M. Thompson  
District II Commissioner



# CERTIFIED COPY OF ORDER

187 -2020

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

April

2020

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from Emergency Management Operations to increase funds for future needs of unknown disaster relief expenses during the COVID-19 pandemic.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2707	86850	Disaster Relief Activities	Contingency		300,000
					300,000

Done this 21st day of April 2020.

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



# Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)

	2018 Actual	2019 Budget	2019 Estimated	2020 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	10,656,229	10,788,000	10,470,000	10,287,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	83,236	121,969	72,200	120,510
Charges for Services	545	750	-	750
Fines and Forfeitures	-	-	-	-
Interest	280,617	217,900	384,642	340,000
Hospital Lease	-	-	-	-
Other	1,030	-	2,454	-
<b>Total Revenues</b>	<b>11,021,657</b>	<b>11,128,619</b>	<b>10,929,296</b>	<b>10,748,260</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	1,233	-	954	-
<b>Total Other Financing Sources</b>	<b>1,233</b>	<b>-</b>	<b>954</b>	<b>-</b>
<b>Fund Balance Used for Operations</b>	<b>-</b>	<b>694,003</b>	<b>-</b>	<b>1,048,301</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 11,022,890</b>	<b>11,822,622</b>	<b>10,930,250</b>	<b>11,796,561</b>
<b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ 3,827,524	5,026,783	4,059,274	5,002,510
Materials & Supplies	67,338	123,280	102,560	177,882
Dues Travel & Training	135,587	217,908	181,704	207,290
Utilities	335,994	422,336	353,808	406,503
Vehicle Expense	12,304	21,923	18,204	26,739
Equip & Bldg Maintenance	287,554	449,273	456,831	484,339
Contractual Services	784,892	880,033	852,946	886,804
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	100,000	-	100,000
Other	676,570	814,082	736,506	1,333,407
Fixed Asset Additions	524,964	2,896,417	509,768	2,301,800
<b>Total Expenditures</b>	<b>6,652,727</b>	<b>10,952,035</b>	<b>7,271,601</b>	<b>10,927,274</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	871,687	870,587	870,587	869,287
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	<b>871,687</b>	<b>870,587</b>	<b>870,587</b>	<b>869,287</b>
<b>TOTAL FINANCIAL USES</b>	<b>\$ 7,524,414</b>	<b>11,822,622</b>	<b>8,142,188</b>	<b>11,796,561</b>
<b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>\$ 15,345,287</b>	<b>19,047,164</b>	<b>19,047,164</b>	<b>21,363,428</b>
Less encumbrances, beginning of year	(268,397)	(471,798)	(471,798)	-
Add encumbrances, end of year	471,798	-	-	-
Fund Balance Increase (Decrease) resulting from operations	3,498,476	(694,003)	2,788,062	(1,048,301)
<b>FUND BALANCE (GAAP), end of year</b>	<b>19,047,164</b>	<b>17,881,363</b>	<b>21,363,428</b>	<b>20,315,127</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>	<b>(10,300,000)</b>	<b>(10,300,000)</b>	<b>(10,300,000)</b>	<b>(10,300,000)</b>
<b>NET FUND BALANCE, end of year</b>	<b>\$ 8,747,164</b>	<b>7,581,363</b>	<b>11,063,428</b>	<b>10,015,127</b>
<b>Net Fund Balance as a percent of expenditures</b>	<b>131.48%</b>	<b>69.22%</b>	<b>152.15%</b>	<b>91.65%</b>

**RESOLUTION**

**APPROVING THE COMMITMENT OF LOCAL MATCH FOR ECONOMIC DEVELOPMENT ADMINISTRATION GRANT APPLICATION IN THE AMOUNT OF \$100,000.**

WHEREAS, the Economic Development Administration has grants funds available that provide regions with comprehensive and flexible resources to address a wide variety of local economic development needs, and

WHEREAS, these grants funds are designed to leverage existing assets and support implementation of local economic development strategies to advance economic prosperity, and

WHEREAS, Boone County, Missouri is supportive of the application to construct a Ranken Technical College facility in Ashland and complete the extension of Perry Avenue that is required in order to provide appropriate access to the facility, and

WHEREAS, the project is consistent with the regional Comprehensive Economic Development Strategy and local development priorities, to promote workforce development initiatives that focus on technical skills and closely incorporate employer-based curriculum,

WHEREAS, Southern Boone School District, along with the City of Ashland (co-applicant), is prepared to execute said project in a timely manner upon approval of the application by the Economic Development Administration,

NOW, THEREFORE, it is resolved by the Boone County Commission that One Hundred Thousand Dollars (\$100,000.00) will be appropriated and available as unencumbered funds for local match of said EDA grant application.

Dated this \_\_\_\_\_ day of April, 2020

Boone County Commission

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

Attest:

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk