

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the 4th day of February 20 16

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 National Joint Powers Alliance Cooperative Contract 032515-JDC to purchase one (1) Compact Track Loader 333E from John Deere Construction Retail Sales of Moline IL and to dispose, by auction, a 2011 Case TR320 Skid Steer, fixed asset #17753.

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

Done this 4th day of February, 2016.

ATTEST:

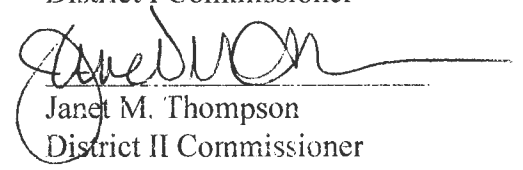
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Cheli Haley
Buyer



613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573)886-4392
Facsimile: (573)886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley, Buyer
DATE: February 2, 2016
RE: Cooperative Contract 032515-JDC
Compact Track Loader 333E

Public Works requests permission to utilize the National Joint Powers Alliance cooperative contract *032515-JDC – Compact Track Loader 333E* with John Deere Construction Retail Sales of Moline, Illinois to purchase one (1) Compact Track Loader 333E.

The contract amount for this purchase is \$67,613.57. The invoice will be paid from Department 2040 – PW-Maintenance Operations and Account 92300 – Replacement Machines and Equipment. The amount budgeted for this purchase is \$70,000.00.

The Purchasing Department requests permission to dispose of the following surplus by auction:
2011 Case TR320 Skid Steer, fixed asset tag number 17753

Attached is the Disposal Form for signature.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January x, 2015

FIXED ASSET TAG NUMBER: 17753

DESCRIPTION: 2011 Case TR320 Skid Steer

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: NBM439994; Hours: 14xx

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Equipment is planned for replacement in 2016.

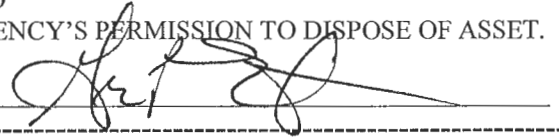
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 7-8-11

RECEIPT INTO 2040-3835 HA

ORIGINAL COST \$49,373.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 62-2016

DATE APPROVED 2-4-16

SIGNATURE 

RECEIVED

JAN 2 / 2016

BOONE COUNTY AUDITOR

**PURCHASE AGREEMENT
FOR
COMPACT TRACK LOADER 333E**

THIS AGREEMENT dated the 4th day of February 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **John Deere Construction Retail Sales**, 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 **Compact Track Loader 333E** in compliance with all bid specifications and any addendum issued for the National Joint Powers Alliance (NJPA) cooperative contract number **032515-JDC**, John Deere Construction Retail Sales Quote Number 153980 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 NJPA contract 032515-JDC 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) Compact Track Loader 333E as follows:

| Code | Description | Qty | Unit Price |
|-------|-----------------------------------|-----|-------------|
| 8421T | 333E COMPACT TRACK LDR BASE | 1 | \$74,206.00 |
| 0800 | NO PACKAGE | 1 | IN BASE |
| 0950 | EH ISO PATTERN CONTROL | 1 | IN BASE |
| 1050 | TWO SPEED SKID STEER | 1 | IN BASE |
| 1301 | ENGINE TURBO 4TNV94CHT | 1 | \$2,978.00 |
| 1501 | ENGLISH OP MAN & DECALS | 1 | \$0.01 |
| 2600 | WIDE OFFSET BLOCK LUG TRKS | 1 | IN BASE |
| 3003 | HF HYD & SELF LEVELING | 1 | \$2,408.00 |
| 3101 | LESS SPD SENSITIVE RD CTL | 1 | IN BASE |
| 4001 | 2" SEAT BELT W/SHOULDERSTRAP | 1 | \$212.00 |
| 5001 | POWER QUIK TATCH | 1 | \$834.00 |
| 5204 | CAB W/ HEAT, DEFROST & AIR | 1 | \$4,608.00 |
| 6002 | AIR SUSPENSION SEAT (CLOTH) | 1 | \$452.00 |
| 6501 | REVERSING FAN DRIVE | 1 | \$830.00 |
| 6800 | HORN | 1 | \$140.00 |
| 7100 | EH PERFORMANCE PACKAGE | 1 | \$798.00 |
| 8040 | BACKUP ALARM | 1 | \$105.00 |
| 8050 | COLD START PACKAGE | 1 | \$303.00 |
| 8060 | PRE CLEANER | 1 | \$455.00 |
| 8225 | CHROME EXHAUST | 1 | \$328.00 |
| 8305 | 2 ND SET COUNTERWEIGHT | 1 | \$349.00 |
| 8340 | RADIO, AM/FM/WB W/AUX INPUT | 1 | \$540.00 |

| | | | |
|-----------------------|------------------------------|---|--------------------|
| 8350 | REAR VIEW MIRROR (INT MOUNT) | 1 | \$90.00 |
| 8370 | LOUVER REAR GRILLE, HVY DUTY | 1 | \$486.00 |
| 8380 | FOOTREST WITH FLOORMAT | 1 | \$144.00 |
| 8395 | KEYLESS START | 1 | \$399.00 |
| 9062 | 84" HD CONST BKT W/ EDGE | 1 | \$1,422.00 |
| 9231 | 84" HD TOOTH BUCKET | 1 | \$1,447.00 |
| Total | | | \$93,534.01 |
| Discount (30%) | | | \$28,060.20 |
| Net Price | | | \$65,473.81 |

| Custom Jobs: | | | |
|---------------------|-------------------------------------|------------|-------------------|
| Code | Description | Qty | Price |
| | Dlr provide Set of Manuals | 1 | \$659.37 |
| | Dlr provide Pre-Delivery Inspection | 1 | \$570.00 |
| | Dlr provide Fuel Fill | 1 | \$100.00 |
| Total | | | \$1,329.37 |

| Summary: | |
|--|--------------------|
| Item Description | Price |
| Machine Net Price | \$65,473.81 |
| Custom Jobs | \$1,329.37 |
| Price per Machine | \$66,803.18 |
| Destination/Freight Charge: Columbia, MO | \$810.39 |
| GRAND TOTAL | \$67,613.57 |

For a grand contract total of Sixty Seven Thousand, Six Hundred Thirteen Dollars and Fifty Seven Cents (\$67,613.57).

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

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

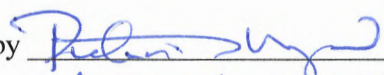
62-2016

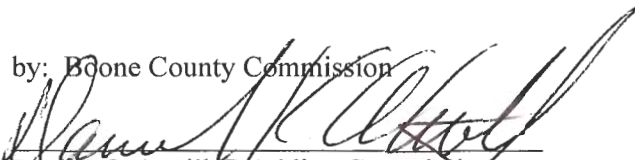
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any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

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

**JOHN DEERE CONSTRUCTION
RETAIL SALES**

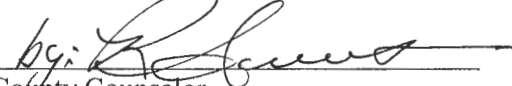
BOONE COUNTY, MISSOURI

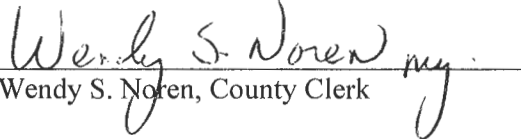
by 
 title ACCT MGR, FED & STATE CONTRACTS

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

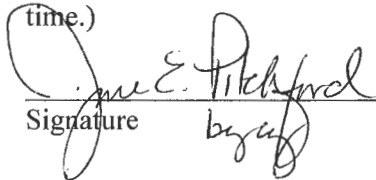
APPROVED AS TO FORM:

ATTEST:


 County Counselor


 Wendy S. Noren, 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.)


 Signature

1/27/16
 Date

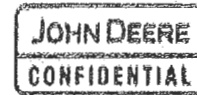
2040-92300 - \$67,613.57
 Appropriation Account

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.



January 04, 2016

Boone County
5551 South Tom Bass Road
Columbia MO 65201

Quote Number 153980 : Compact Track Loader 333E, NJPA
Cooperative Contract 032515-JDC.

All the prices in the detailed sections are Per machine basis.

Machine Configuration

| Code | Description | Qty | Unit Price |
|-------|------------------------------|-----|-------------|
| 8421T | 333E COMPACT TRACK LDR BASE | 1 | \$74,206.00 |
| 0800 | NO PACKAGE | 1 | In Base |
| 0950 | EH ISO PATTERN CONTROL | 1 | In Base |
| 1050 | TWO SPEED SKID STEER | 1 | In Base |
| 1301 | ENGINE TURBO 4TNV94CHT | 1 | \$2,978.00 |
| 1501 | ENGLISH OP MAN & DECALS | 1 | \$0.01 |
| 2600 | WIDE OFFSET BLOCK LUG TRKS | 1 | In Base |
| 3003 | HF HYD & HYD SELF LEVELING | 1 | \$2,408.00 |
| 3101 | LESS SPD SENSITIVE RD CTL | 1 | In Base |
| 4001 | 2" SEAT BELT W/SHOULDERSTRAP | 1 | \$212.00 |
| 5001 | POWER QUIK TATCH | 1 | \$834.00 |
| 5204 | CAB W/ HEAT, DEFROST & AIR | 1 | \$4,608.00 |
| 6002 | AIR SUSPENSION SEAT (CLOTH) | 1 | \$452.00 |
| 6501 | REVERSING FAN DRIVE | 1 | \$830.00 |
| 6800 | HORN | 1 | \$140.00 |
| 7100 | EH PERFORMANCE PACKAGE | 1 | \$798.00 |
| 8040 | BACKUP ALARM | 1 | \$105.00 |
| 8050 | COLD START PACKAGE | 1 | \$303.00 |
| 8060 | PRE CLEANER | 1 | \$455.00 |
| 8225 | CHROME EXHAUST | 1 | \$328.00 |
| 8305 | 2ND SET COUNTERWEIGHT | 1 | \$349.00 |
| 8340 | RADIO, AM/FM/WB W/AUX INPUT | 1 | \$540.00 |
| 8350 | REAR VIEW MIRROR (INT MOUNT) | 1 | \$90.00 |
| 8370 | LOUVER REAR GRILLE, HVY DUTY | 1 | \$486.00 |
| 8380 | FOOTREST WITH FLOORMAT | 1 | \$144.00 |
| 8395 | KEYLESS START | 1 | \$399.00 |
| 9062 | 84" HD CONST BKT W/ EDGE | 1 | \$1,422.00 |

| | | | |
|------|---------------------|-----------------------|--------------------|
| 9231 | 84" HD TOOTH BUCKET | 1 | \$1,447.00 |
| | | Total | \$93,534.01 |
| | | Discount (30%) | \$28,060.20 |
| | | Net Price | \$65,473.81 |

Custom Jobs

| Code | Description | Qty | Price |
|------|-------------------------------------|--------------|-------------------|
| | Dlr provide Set of Manuals | 1 | \$659.37 |
| | Dlr provide Pre-Delivery Inspection | 1 | \$570.00 |
| | Dlr provide Fuel Fill | 1 | \$100.00 |
| | | Total | \$1,329.37 |

| Quote Summary - Compact Track Loader 333E (per unit) | |
|---|--------------------|
| Item Description | Prices |
| Machine Net Price | \$65,473.81 |
| Custom Jobs | \$1,329.37 |
| Price per Machine | \$66,803.18 |

| Destination | Freight Charge |
|--------------|----------------|
| Columbia, MO | \$810.39 |

Total Net Price (Quantity = 1) \$67,613.57

Warranty Terms

333E includes Standard Warranty of 12 months.

Remarks:

Please note that this quote is valid for 30 days.

Contact Richard Murga - Phone: 309-765-0260, Fax: 309-765-3358, Email:
MurgaRichard@JohnDeere.com -- Purchase Order must be made out to: John Deere
Construction Retail Sales, 1515 Fifth Avenue, Moline, IL 61265. FED TAX ID: 36-3387700,
DUNS: 142124762.

Cheli Haley - NJPA Contract Delivery Stipulation

From: Murga Richard <MurgaRichard@JohnDeere.com>
To: "chaley@boonecountymo.org" <chaley@boonecountymo.org>
Date: 1/6/2016 3:25 PM
Subject: NJPA Contract Delivery Stipulation

Greetings:

Please find delivery info as requested for our NJPA contract 032515-JDC. Let me know if any questions. Thanks very much.

| | | | |
|---------|--|--|--------------|
| 5.45/20 | It is the desire that delivery be made within ninety-days (90) of the receipt of the Purchase Order. | JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, inspection/setup by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there will be exceptions from time to time. | NJPA Accepts |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

REC
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Proposer's Signature: _____

Date: 18Mar2015

Kind Regards,
Richard Murga
 Account Manager, Federal & State Contracts

John Deere Construction Retail Sales
 1515-5th Ave., Moline, IL 61265
 Phone: 309-765-0260 Fax: 309-765-3358
 E-mail: MurgaRichard@JohnDeere.com

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Melinda Bobbitt - RE: pricing for Skid Steer

From: Murga Richard <MurgaRichard@JohnDeere.com>
To: Melinda Bobbitt <mbobbitt@boonecountymo.org>, Kelly Pearson <Kelly.Pears...>
Date: 1/6/2016 1:23 PM
Subject: RE: pricing for Skid Steer
CC: Tony Glenz <tony.glenz@njpacoop.org>
Attachments: 333E Compact Track Loader.pdf

Hi Melinda,

Here is copy of or commercial price pages for your review. Please also note that the contract discount on the machine is 26% off List. We have extended an additional 4% off List to your quote.

Let me know if any questions, thank you!

Kind Regards,
Richard Murga
Account Manager, Federal & State Contracts

John Deere Construction Retail Sales
Tel 309-765-0260, Fax 309-765-3358

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymo.org]
Sent: Wednesday, January 06, 2016 1:12 PM
To: Kelly Pearson
Cc: Murga Richard; Tony Glenz
Subject: RE: pricing for Skid Steer

Kelly,

I was hoping that would work for me to verify pricing, but I'm not seeing all the add-ons. Can you verify if this attached quote reflects the correct pricing?

Thanks,

Melinda

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
Boone County Purchasing
Annex Building
613 E. Ash St., Room 110
Columbia, MO 65201

Telephone: (573) 886-4391
Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

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>>> Kelly Pearson <Kelly.Pearson@njpacoop.org> 1/6/2016 12:59 PM >>>

Hi Melinda,

Thank you for your interest in NJPA contract 032515-JDC. As requested please find attached the discount verification file. Let us know if there is any additional information you need.



NJPAcoop.org



Kelly Pearson
Contract Management Specialist
phone 218-895-4139
kelly.pearson@njpacoop.org

From: Melinda Bobbitt [<mailto:mbobbitt@boonecountymo.org>]
Sent: Wednesday, January 6, 2016 11:38 AM
To: Kelly Pearson <Kelly.Pearson@njpacoop.org>
Subject: pricing for Skid Steer

Kelly,

I received a quote from John Deere for a Compact Track Loader 333E, NGPA contract 032515-JDC. Can you please send me their pricing so I can verify that this pricing is correct?

Thanks,
Melinda

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
Boone County Purchasing
Annex Building
613 E. Ash St., Room 110
Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

NJPA Discounts for 032515-JDC

Effective 6 October 2015

| John Deere Model | Discount % off List | List Price for Base Model, as defined in the Price Pages | Proposed Contract Price |
|--------------------------------|---------------------|--|-------------------------|
| Articulated Dump Trucks | | | |
| 300D II | 25 | \$484,115.00 | \$363,086.25 |
| Backhoes | | | |
| 310L EP | 43 | \$110,406.00 | \$62,931.42 |
| 310L | 43 | \$112,062.00 | \$63,875.34 |
| 310SL | 43 | \$112,506.00 | \$64,128.42 |
| 310SL HL | 43 | \$114,193.00 | \$65,090.01 |
| 315SL | 36 | \$113,631.00 | \$72,723.84 |
| 410L | 40 | \$125,375.00 | \$75,225.00 |
| 710K | 36 | \$189,985.00 | \$121,590.40 |
| Compact Track Loaders | | | |
| 319E | 26 | \$51,420.00 | \$38,050.80 |
| 323E | 26 | \$55,375.00 | \$40,977.50 |
| 329E | 26 | \$67,809.00 | \$50,178.66 |
| 333E | 26 | \$74,206.00 | \$54,912.44 |
| Crawler Dozers | | | |
| 450J | 24 | \$97,213.00 | \$73,881.88 |
| 550K | 24 | \$127,009.00 | \$96,526.84 |
| 650K | 25 | \$153,171.00 | \$114,878.25 |
| 700K | 26 | \$190,265.00 | \$140,796.10 |
| 750K | 26 | \$260,326.00 | \$192,641.24 |
| 764HSD | 22 | \$359,590.00 | \$280,480.20 |
| 850K | 25 | \$340,615.00 | \$255,461.25 |
| 1050K | 26 | \$697,940.00 | \$516,475.60 |
| Crawler Loaders | | | |
| 655K | 26 | \$210,141.00 | \$155,504.34 |
| 755K | 24 | \$298,951.00 | \$227,202.76 |
| Excavators | | | |
| 75G | 30 | \$120,055.00 | \$84,038.50 |
| 85G | 28 | \$126,373.00 | \$90,988.56 |
| 130G | 32 | \$153,946.00 | \$104,683.28 |
| 135G | 33 | \$178,361.00 | \$119,501.87 |
| 160G LC | 33 | \$179,447.00 | \$120,229.49 |
| 180G LC | 34 | \$185,638.00 | \$122,521.08 |
| 210G LC FT4 | 30 | \$194,751.00 | \$136,325.70 |
| 190G W | 42 | \$320,138.00 | \$185,680.04 |
| 230G W | 42 | \$372,963.00 | \$216,318.54 |
| 245G LC | 34 | \$227,878.00 | \$150,399.48 |
| 250G LC | 28 | \$226,897.00 | \$163,365.84 |
| 300G LC | 27 | \$269,995.00 | \$197,096.35 |
| 350G LC | 27 | \$320,252.00 | \$233,783.96 |
| ZX75-5 | 30 | \$120,055.00 | \$84,038.50 |
| ZX85-5 | 28 | \$126,373.00 | \$90,988.56 |
| ZX130-5 | 32 | \$153,946.00 | \$104,683.28 |
| ZX135-5 | 33 | \$176,595.00 | \$118,318.65 |
| ZX190W-5 | 42 | \$320,138.00 | \$185,680.04 |
| ZX230W-5 | 42 | \$372,963.00 | \$216,318.54 |
| ZX160LC-5 | 33 | \$179,447.00 | \$120,229.49 |
| ZX180LC-5 | 34 | \$185,638.00 | \$122,521.08 |
| ZX210LC-5 | 30 | \$194,751.00 | \$136,325.70 |
| ZX250LC-6 | 28 | \$226,897.00 | \$163,365.84 |
| ZX300LC-6 | 27 | \$269,995.00 | \$197,096.35 |
| ZX350LC-6 | 27 | \$320,252.00 | \$233,783.96 |
| Excavators (Compact) | | | |
| 17G | 21 | \$30,547.00 | \$24,132.13 |
| 26G | 22 | \$37,202.00 | \$29,017.56 |
| 35G | 23 | \$51,156.00 | \$39,390.12 |
| 50G | 23 | \$67,990.00 | \$52,352.30 |
| 60G | 23 | \$82,108.00 | \$63,223.16 |

NJPA Discounts for 032515-JDC

Effective 6 October 2015

| John Deere Model | Discount % off List | List Price for Base Model, as defined in the Price Pages | Proposed Contract Price |
|---------------------------------|---------------------|--|-------------------------|
| ZX17U-5 | 21 | \$30,547.00 | \$24,132.13 |
| ZX26U-5 | 22 | \$37,202.00 | \$29,017.56 |
| ZX35U-5 | 23 | \$51,156.00 | \$39,390.12 |
| ZX50U-5 | 23 | \$67,990.00 | \$52,352.30 |
| ZX60U-5 | 23 | \$82,108.00 | \$63,223.16 |
| Tractor Loader | | | |
| 210L EP | 34 | \$90,482.00 | \$59,718.12 |
| 210L | 34 | \$95,657.00 | \$63,133.62 |
| Motor Graders | | | |
| 670G | 39 | \$282,799.00 | \$172,507.39 |
| 672G | 39 | \$313,541.00 | \$191,260.01 |
| 770G | 41 | \$306,987.00 | \$181,122.33 |
| 772G | 41 | \$357,519.00 | \$210,936.21 |
| 870G | 41 | \$330,274.00 | \$194,861.66 |
| 872G | 40 | \$406,966.00 | \$244,179.60 |
| Skid Steer Loaders | | | |
| 318E | 28 | \$37,100.00 | \$26,712.00 |
| 320E | 28 | \$38,465.00 | \$27,694.80 |
| 326E | 28 | \$44,221.00 | \$31,839.12 |
| 328E | 29 | \$48,561.00 | \$34,478.31 |
| 332E | 28 | \$52,417.00 | \$37,740.24 |
| Wheel Loaders | | | |
| 344K | 31 | \$139,067.00 | \$95,956.23 |
| 444K | 36 | \$145,233.00 | \$92,949.12 |
| 524K | 40 | \$154,165.00 | \$92,499.00 |
| 544K | 39 | \$185,659.00 | \$113,251.99 |
| 624K | 40 | \$226,309.00 | \$135,785.40 |
| 644K | 37 | \$280,832.00 | \$176,924.16 |
| 644K H | 37 | \$278,601.00 | \$175,518.63 |
| 724K | 40 | \$312,313.00 | \$187,387.80 |
| 744K II | 36 | \$395,686.00 | \$253,239.04 |
| 824K II | 36 | \$426,814.00 | \$273,160.96 |
| 844K II | 36 | \$505,504.00 | \$323,522.56 |
| Wheel Loader (Compact) | | | |
| 204K | 24 | \$70,434.00 | \$53,529.84 |
| 244K | 24 | \$89,257.00 | \$67,835.32 |
| 304K | 24 | \$74,702.00 | \$56,773.52 |
| 324K | 24 | \$101,803.00 | \$77,370.28 |
| Worksite Pro Attachments | | | |
| | 20 | Various | Various |
| *Backhoes | | | |
| 310K | 40 | \$106,304.00 | \$63,782.40 |
| 310SK | 40 | \$108,267.00 | \$64,960.20 |
| 410K | 38 | \$122,366.00 | \$75,866.92 |
| *Wheel Loader | | | |
| 544K IT4 | 37 | \$181,509.00 | \$114,350.67 |

*Non-production models.

Will be deleted from contract when inventory is depleted



JOHN DEERE

Current Date 10Jul2015

333E COMPACT TRACK LOADER

333E Base Equipment

Engine:

Yanmar 4TNV94CHT 3.1L
meets Interim Tier 4
emissions

4 Cylinder Turbo-Charged
100 Gross H.P.
97 Net H.P.

Electronic Injection System
Auto Idle

Glow Plugs

Hydraulic Cool-on-Demand
Variable Speed Fan

V-Plenum Cooling

Dual Element Air Cleaner
Automatic Fan Belt

Tensioner

John Deere "Cool Gard II"

Extended Life Anti-Freeze

John Deere Plus 50 10w30
Engine Oil

5 Micron Primary Fuel Filter
26 Gallon (98.4 L) Fuel

Tank

Final Drive System and

Brake:

Servo Axial Piston Hydro-
static Pumps

Radial Piston Hydrostatic
Motors

Integral Automatic Wet-Disk

Brake Spring Applied

Hydraulic Release

High Drive Planetary

Reduction Gear Box

Grease Cylinder Track

Tensioner

Patented Smooth Ride
Undercarriage

5 triple flanged rollers and
2 dual flanged idlers

Gauges and Instruments:

Fuel Gauge

Engine Coolant Temperature
Gauge

Hydraulic Oil Temp.

Job Clock

Service Codes

Diagnostic Codes

Configuration Code

Indicator Warning Lights:

Battery Not Charging

Hydraulics Locked Out

Stop

Park Brake Illumination

Hydraulic Oil Over Temp.

2-Speed Engaged

Air Filter Restriction

Hydraulic Oil Filter

Restriction

Lap Bar Switch

Seat Switch

Door Open Switch

Engine Preheat

Low Engine Oil Pressure

Automatic Engine Preheat

Automatic Engine Shutdown
with Alarm

Electrical:

12-Volt Electrical Battery
925 cca

Alternator 70 Amp

Halogen Work Lights, Front
and Rear

Time delayed courtesy
lighting shutoff system

Hydraulics:

3-Spool Open Center Valve

25 gpm (95 L/m) Pump

3 Micron Hydraulic Filter

10w30 Engine Oil

John Deere Boom and
Bucket Cylinders with

Cushioned Boom Cylinders

Auxiliary Hydraulics with

Flat Faced Connect-under-
pressure Couplers

Loader Arm, Bucket, &
Auxiliary Hydraulic Lockout

Boom Float

Performance Characteristics:

Rated Operating Capacity

3,300 lb. (1,498 kg)

Tipping Load 9,425 lb.

(4,279 kg)

Bucket Breakout Force

13,875 lb. (6,299 kg)

Boom Breakout Force 6,600

lbs. (2,996 kg)

Tractive Effort - 11500 lbf

(5227 kgf)

Operator

Protection/Comfort:

FOPS / ROPS Roll-Guard
with Side Screens

In-Cab Boom Lockout
System

Interlocking Lap Bar and

Retractable Seat Belt system

Adjustable Lap Bar

Operator Presence System

Seat Switch & Lap Bar

Interlocks for Loader Arm,

Bucket, & Auxiliary

Circuits

Deluxe Headliner

12V power port

Cell Phone cargo net

storage

Interior Dome Lighting

Cup Holder

Grab Handles for Easy

Entry / Exit

Top and Rear Windows

Water Shedding Deluxe

Vinyl Seat

Convenient Tie Downs

Attachment Coupler:

John Deere patented Quik-

Tatch system (no grease
required)

Rubber Tracks:

17.7-in. (450 mm) Track

Operator Selectable LCD
 Digital Readout:
 Hourmeter
 Engine RPM
 Battery Voltage
 Engine Coolant Temp.

System
 Auxiliary Hydraulics Lock-
 out Override

Warranty (US and Canada):
 John Deere Standard
 Warranty 1 Year Unlimited
 Hours

Required - You must select one from each category

▼ BASE MACHINE

F.O.B. Dubuque, Iowa

| Description | Code | Price |
|---------------------------|-------|-------------|
| 333E COMPACT TRACK LOADER | 8421T | \$74,206.00 |

▼ COMPACT TRACK LOADER VALUE PACKAGES

PRICE LISTED IS A 10% DISCOUNT FOR OPTIONAL EQUIPMENT-EXCLUDING ENGINES. (Each option's price will be listed on the same line as that option.)

| Description | Code | Price |
|------------------------------------|------|---------------|
| 333E Standard Compact Track Loader | 0800 | In Base Price |

Note: Includes standard equipment

| | | |
|--|------|------------|
| Utility Package With ISO Pattern Joystick Controls | 0815 | (\$273.00) |
|--|------|------------|

- Package includes:
- * EH (ISO Pattern) Joystick Controls-Low Speed Efforts (0950)
 - * Two Speed (1050)
 - * English Operator's Manual & Decals (1501)
 - * Wide Rubber Tracks (2600)
 - * Standard Base Hydraulics (3000)
 - * Ride Control (3100)
 - * 3 in. Seat Belt (4002)
 - * Power Quik-Tach (5001)
 - * Canopy - ROPS / FOPS (5200)
 - * Mechanical Suspension Seat (Vinyl) (6001)
 - * Standard Fan Drive (6500)
 - * Horn (6800)
 - * Less EH Joystick Performance Package (7101)
 - * Backup Alarm (8040)
 - * Rear View Mirror (interior cab mount) (8350)
 - * Keyless Start (8395)

| | | |
|---|------|------------|
| Deluxe Cab Package With ISO Pattern Joystick Controls | 0820 | (\$981.00) |
|---|------|------------|

- Package includes:
- * EH (ISO Pattern) Joystick Controls-Low Speed Efforts (0950)
 - * Two Speed (1050)
 - * English Operator's Manual & Decals (1501)
 - * Wide Rubber Tracks (2600)
 - * Standard Base Hydraulics (3000)
 - * Ride Control (3100)
 - * 3 in. Seat Belt with Shoulder Harness (4003)
 - * Power Quik-Tach (5001)
 - * Cab Enclosure with Heat, Defrost & Air Conditioning (5204)
 - * Air Suspension Seat (Cloth) (6002)
 - * Standard Fan Drive (6500)
 - * Horn (6800)
 - * EH Joystick Performance Package (7100)
 - * Backup Alarm (8040)

- * Chrome Exhaust (8225)
- * Radio AM/FM/WB with Aux Input (8340)
- * Rear View Mirror (interior cab mount) (8350)
- * Foot Rest With Floormat (8380)
- * Keyless Start (8395)

Deluxe Cab Package With ISO Pattern Joystick Controls & Hi-Flow 0825 (\$1,341.00)

Package includes:

- * EH (ISO Pattern) Joystick Controls-Low Speed Efforts (0950)
- * Two Speed (1050)
- * English Operator's Manual & Decals (1501)
- * Wide Rubber Tracks (2600)
- * High Flow Hydraulics (3002)
- * Ride Control (3100)
- * 3 in. Seat Belt with Shoulder Harness (4003)
- * Power Quik-Tatch (5001)
- * Cab Enclosure with Heat, Defrost & Air Conditioning (5204)
- * Air Suspension Seat (Vinyl) (6003)
- * Reversing Fan Drive (6501)
- * Horn (6800)
- * EH Joystick Performance Package (7100)
- * Backup Alarm (8040)
- * Engine Air Precleaner (8060)
- * Chrome Exhaust (8225)
- * Radio AM/FM/WB with Aux Input (8340)
- * Rear View Mirror (interior cab mount) (8350)
- * HD Rear Grille (8370)
- * Foot Rest With Floormat (8380)
- * Keyless Start (8395)

Utility Package With Switchable Joystick Controls 0830 (\$575.00)

Package includes:

- * Switchable EH Foot-H-ISO Pattern Joystick Controls (0990)
- * Two Speed (1050)
- * English Operator's Manual & Decals (1501)
- * Wide Rubber Tracks (2600)
- * Standard Base Hydraulics (3000)
- * Ride Control (3100)
- * 3 in. Seat Belt (4002)
- * Power Quik-Tatch (5001)
- * Canopy - ROPS / FOPS (5200)
- * Mechanical Suspension Seat (Vinyl) (6001)
- * Standard Fan Drive (6500)
- * Horn (6800)
- * Less EH Joystick Performance Package (7101)
- * Backup Alarm (8040)
- * Rear View Mirror (interior cab mount) (8350)
- * Keyless Start (8395)

Deluxe Cab Package With Switchable Joystick Controls 0835 (\$1,269.00)

Package includes:

- * Switchable EH Foot-H-ISO Pattern Joystick Controls (0990)
- * Two Speed (1050)
- * English Operator's Manual & Decals (1501)
- * Wide Rubber Tracks (2600)
- * Standard Base Hydraulics (3000)
- * Ride Control (3100)
- * 3 in. Seat Belt with Shoulder Harness (4003)
- * Power Quik-Tatch (5001)
- * Cab Enclosure with Heat, Defrost & Air Conditioning (5204)
- * Air Suspension Seat (Cloth) (6002)
- * Standard Fan Drive (6500)
- * Horn (6800)
- * EH Joystick Performance Package (7100)
- * Backup Alarm (8040)
- * Chrome Exhaust (8225)
- * Radio AM/FM/WB with Aux Input (8340)

- * Rear View Mirror (interior cab mount) (8350)
- * Keyless Start (8395)

Deluxe Cab Package With Switchable Joystick Controls & Hi-Flow 0840 (\$1,629.00)

- Package includes:
- * Switchable EH Foot-H-ISO Pattern Joystick Controls (0990)
 - * Two Speed (1050)
 - * English Operator's Manual & Decals (1501)
 - * Wide Rubber Tracks (2600)
 - * High Flow Hydraulics (3002)
 - * Ride Control (3100)
 - * 3 in. Seat Belt with Shoulder Harness (4003)
 - * Power Quik-Tatch (5001)
 - * Cab Enclosure with Heat, Defrost & Air Conditioning (5204)
 - * Air Suspension Seat (Vinyl) (6003)
 - * Reversing Fan Drive (6501)
 - * Horn (6800)
 - * EH Joystick Performance Package (7100)
 - * Backup Alarm (8040)
 - * Engine Air Precleaner (8060)
 - * Chrome Exhaust (8225)
 - * Radio AM/FM/WB with Aux Input (8340)
 - * Rear View Mirror (interior cab mount) (8350)
 - * HD Rear Grille (8370)
 - * Keyless Start (8395)

Severe Duty Door Cab Package with ISO Pattern Joystick Controls & Hi-Flow 0842 In Configuration

- Package Includes:
- Cab Enclosure with Air-Conditioning, Heat, Defrost, and Severe Duty Door (5205)
 - EH (ISO Pattern) Joystick Controls (0950)
 - High Flow Hydraulics (3002)
 - Two Speed (1050)
 - English Operator's Manual & Decals (1501)
 - Wide Rubber Tracks (2600)
 - Ride Control (3100)
 - 3 in. Seat Belt with Shoulder Harness (4003)
 - Power Quik-Tatch (5001)
 - Air Suspension Seat (Vinyl) (6003)
 - Reversing Fan Drive (6501)
 - Horn (6800)
 - EH Joystick Performance Package (7100)
 - Backup Alarm (8040)
 - Engine Air Precleaner (8060)
 - Radio AM/FM/WB with Aux Input (8340)
 - Rear View Mirror (interior cab mount) (8350)
 - HD Rear Grille (8370)
 - Foot Rest with Floormat (8380)
 - Keyless Start (8395)



ENGINE

| Description | Code | Price |
|-----------------------|------|------------|
| Engine - Turbocharged | 1301 | \$2,978.00 |



OPERATOR STATION

| Description | Code | Price |
|--|------|---------------|
| Canopy - ROPS / FOPS | 5200 | In Base Price |
| Canopy - ROPS / FOPS with Severe Duty Door | 5201 | \$2,768.00 |

Requires 2-inch Seat Belt with Shoulder Harness (4001) or 3-inch Seat Belt with Shoulder Harness (4003)

| | | |
|---|------|------------|
| Cab Enclosure with Air-Conditioning, Heat and Defrost | 5204 | \$4,608.00 |
| Requires 2-inch Seat Belt with Shoulder Harness (4001) or 3-inch Seat Belt with Shoulder Harness (4003) | | |
| Cab Enclosure with Air-Conditioning, Heat, Defrost, and Severe Duty Door | 5205 | \$6,672.00 |
| Requires 2-inch Seat Belt with Shoulder Harness (4001) or 3-inch Seat Belt with Shoulder Harness (4003) | | |

SEAT

| Description | Code | Price |
|---|------|---------------|
| Mechanical Suspension Seat (Vinyl) | 6001 | In Base Price |
| Air Suspension Seat (Cloth) | 6002 | \$452.00 |
| For use with Cab Enclosure/Severe Duty Door (5204 & 5205) | | |
| Vinyl, Air-Ride Seat | 6003 | \$452.00 |

SEAT BELTS

| Description | Code | Price |
|---|------|---------------|
| 2-Inch Seat Belt | 4000 | In Base Price |
| For use with Canopy - ROPS / FOPS (5200) | | |
| 2-Inch Seat Belt with Shoulder Harness | 4001 | \$212.00 |
| 3-Inch Seat Belt | 4002 | \$164.00 |
| Required in British Columbia and California; construction industry safety orders use of 3 inch wide webbing seat belt For use with Canopy - ROPS / FOPS (5200) | | |
| 3-Inch Seat Belt with Shoulder Harness | 4003 | \$379.00 |

CONTROLS

| Description | Code | Price |
|--|------|---------------|
| E-H (ISO Pattern) Joystick Controls | 0950 | In Base Price |
| EH (H Pattern) Joystick Controls | 0975 | \$212.00 |
| High Spring Efforts | | |
| EH Foot and Joystick Controls | 0980 | \$1,328.00 |
| Switchable EH Foot-H-ISO Pattern Joystick Controls | 0990 | \$3,020.00 |
| Code 8395 Keyless Start (Sealed Switch Module) is required. | | |
| Three way Switchable Controls between EH Foot Control, ISO Joystick Control, or H-Pattern Joystick Control modes. | | |
| Includes Switchable Accelerator/Decelerator with right side foot pedal when operating in ISO or H-Pattern Joystick Control mode. | | |

JOYSTICK PERFORMANCE

| Description | Code | Price |
|---|-------------|---------------|
| EH Joystick Performance Package | 7100 | \$798.00 |
| Code 8395 Keyless Start (Sealed Switch Module) is required. | | |
| Switchable control patterns between ISO and H (If ordered with code 0950 or 0975) | | |
| Selectable propel aggressiveness | | |
| Creep Mode | | |
| Boom and Bucket speed settings | | |
| 12V 3 Pin and 14 Pin Attachment Control Harness | | |
| Less EH Joystick Performance Package | 7101 | In Base Price |
| ▼ TRANSMISSION | | |
| Description | Code | Price |
| Two-Speed | 1050 | In Base Price |
| ▼ HYDRAULIC OPTIONS | | |
| Description | Code | Price |
| Standard Hydraulics | 3000 | In Base Price |
| Pump Flow = 25 gpm | | |
| Standard Hydraulics and Hydraulic Self-Leveling Up | 3001 | \$575.00 |
| Pump Flow = 25 gpm | | |
| Note - Order Code 3101 (Less Ride Control) is required; Order Code 3100 (Ride Control) is NOT available with this option. | | |
| High Flow Hydraulics | 3002 | \$1,830.00 |
| Pump Flow = 34 gpm | | |
| Includes 1/2 in Auxiliary coupler sizes. | | |
| High Flow Hydraulics and Hydraulic Self-Leveling Up | 3003 | \$2,408.00 |
| Pump Flow = 34 gpm | | |
| Note - Order Code 3101 (Less Ride Control) is required; Order Code 3100 (Ride Control) is NOT available with this option. | | |
| Includes 1/2 in Auxiliary coupler sizes. | | |
| ▼ RIDE CONTROL | | |
| Description | Code | Price |
| Ride Control | 3100 | \$995.00 |
| Code 8395 Keyless Start (Sealed Switch Module) is required. | | |
| Less Ride Control | 3101 | In Base Price |
| ▼ QUIK-TATCH | | |
| Description | Code | Price |
| Manual Quik-Tatch | 5000 | In Base Price |

| | | |
|------------------|------|----------|
| Power Quik-Tatch | 5001 | \$834.00 |
|------------------|------|----------|

▼ COOLING FAN

| Description | Code | Price |
|---------------------|------|---------------|
| Standard Fan Drive | 6500 | In Base Price |
| Reversing Fan Drive | 6501 | \$830.00 |

▼ HORN

| Description | Code | Price |
|-------------|------|---------------|
| Horn | 6800 | \$140.00 |
| Less Horn | 6801 | In Base Price |

▼ TRACKS

| Description | Code | Price |
|---|------|---------------|
| Narrow Offset Block Lug Rubber Tracks - 15.8 in. Gives 78.9 inch CTL width | 2500 | (\$257.00) |
| Wide Offset Block Lug Rubber Tracks - 17.7 in. Gives 80.7 inch CTL width | 2600 | In Base Price |

▼ OPERATOR MANUAL & DECALS

| Description | Code | Price |
|---|------|-----------|
| English Operator's Manual & Decals For use with FT4 Engine | 1501 | No Charge |
| French Operator's Manual & Decals For use with FT4 Engine | 1510 | No Charge |
| Spanish Operator's Manual & Decals For use with FT4 Engine | 1515 | No Charge |

Optional - Select as desired

▼ KITS AND ACCESSORIES - FACTORY INSTALLED

| Description | Code | Price |
|---|------|----------|
| Backup Alarm | 8040 | \$105.00 |
| Cold Start Package Includes Heavy Duty 925cca Battery, Hydraulic Bypass, and Block Heater. | 8050 | \$303.00 |
| Engine Air Precleaner | 8060 | \$455.00 |
| Hazard Warning Lights | 8075 | \$159.00 |
| Chrome Exhaust | 8225 | \$328.00 |
| Counterweight, Stackable (Second Set) | 8305 | \$349.00 |

| | | |
|---|------|----------|
| Includes 2 - 86 lb weights (39 Kg) | | |
| Counterweight, Stackable (Third Set) | 8310 | \$349.00 |
| Includes 2 - 86 lb weights (39 Kg) Requires Counterweight, Stackable (Second Set) (8305) | | |
| Radio, AM/FM/WB with Aux Input | 8340 | \$540.00 |
| For use with enclosed cab only: codes 5204 & 5205 | | |
| Rear View Mirror (Interior cab mount) | 8350 | \$90.00 |
| HD Rear Grille | 8370 | \$486.00 |
| Provides protection to cooling package. | | |
| Foot Rest with Floormat | 8380 | \$144.00 |
| For use with E-H (ISO Pattern) Joystick Controls (0950), or E-H (H Pattern) Joystick Controls (0975). | | |
| Floormat | 8390 | \$122.00 |
| For use with E-H (ISO Pattern) Joystick Controls (0950), or E-H (H Pattern) Joystick Controls (0975) | | |
| Switchable Accelerator / Decelerator | 8392 | \$237.00 |
| Turns existing foot throttle in to a decelerating pedal. | | |
| Requires order code 8395 (Keyless Start) and 0950 (E-H (ISO Pattern) Joystick Controls) or 0975 (EH (H-Pattern) Joystick Controls). | | |
| Keyless Start (Sealed Switch Module) | 8395 | \$399.00 |
| Includes: programmable machine security code system | | |

▼ BUCKETS: (REFER TO BUCKET COMPATABILITY CHART)

See Attachments for Multi-Purpose Buckets

| Description | Code | Price |
|--|------|------------|
| 84 in. HD Construction Bucket (21.0 cu. ft.) | 9061 | \$1,286.00 |
| 84 in. HD Construction Bucket (21.0 cu. ft.) with Edge | 9062 | \$1,422.00 |
| 84 in. HD Tooth Bucket (21.0 cu. ft.) | 9231 | \$1,447.00 |
| 84 in. HD Utility Bucket (27.0 cu. ft.) | 9340 | \$1,205.00 |
| 84 in. HD Utility Bucket (27.0 cu. ft.) with Edge | 9341 | \$1,500.00 |

▼ EXPORT CODES

| Description | Code | Price |
|--|------|-----------|
| Australian Compliance Certificate and Hearing Protection Caution Label | 9280 | No Charge |

▼ SPECIAL EQUIPMENT - ORDER AS DESIRED

| Description | Code | Price |
|-------------------|------|----------|
| Rust Preventative | 9909 | \$160.00 |

Coating protects exposed unpainted surfaces from road salt during shipment.
Applied at PSL.
Not for use with export shipments as export pricing includes rust prevention.

DEALER-INSTALLED KITS

| Description | Code | Price |
|-------------|------|-------|
|-------------|------|-------|

BUCKETS:

See Attachments for Multi-Purpose Buckets

| | | |
|--|----------|------------|
| 76 in. HD Construction Bucket (18.5 cu. ft.) | AT329506 | \$1,096.00 |
| 76 in. HD Construction Bucket (18.5 cu. ft.) with Edge | AT329644 | \$1,319.00 |
| 76 in. HD Tooth Bucket (18.5 cu. ft.) | AT329580 | \$1,322.00 |
| 78 in. HD Construction Bucket (19.4 cu. ft.) with Edge | AT322310 | \$1,339.00 |
| 78 in. HD Tooth Bucket (19.4 cu. ft.) | AT321180 | \$1,353.00 |
| 78 in. HD Utility Bucket (24.5 cu. ft.) | KV22802 | \$1,138.00 |
| 78 in. HD Utility Bucket (24.5 cu. ft.) with Edge | KV24757 | \$1,339.00 |
| 84 in. HD Construction Bucket (21.0 cu. ft.) | AT319181 | \$1,286.00 |
| 84 in. HD Construction Bucket (21.0 cu. ft.) with Edge | AT322311 | \$1,422.00 |
| 84 in. HD Tooth Bucket (21.0 cu. ft.) | AT321181 | \$1,447.00 |
| 84 in. HD Utility Bucket (27.0 cu. ft.) | KV21470 | \$1,205.00 |
| 84 in. HD Utility Bucket (27.0 cu. ft.) with Edge | KV24758 | \$1,500.00 |

Buckets:

| | | |
|---|----------|------------|
| 78 in. HD Construction Bucket (19.4 cu. ft.) | AT319180 | \$1,149.00 |
| 78 in. HD Foundry Bucket (17.8 cu. ft.) | KV22758 | \$1,040.00 |
| Construction Buckets with Edge, 66-78" Bundle | AT340103 | \$4,801.00 |

Includes 66", 72", 76", and 78" sizes.
Different bucket sizes fit different machine sizes.
Price includes a 5% discount from individual buckets' prices.

| | | |
|---|----------|------------|
| Construction Buckets with Edge, 72-84" Bundle | AT340104 | \$5,071.00 |
|---|----------|------------|

Includes 72", 76", 78", and 84" sizes.
Different bucket sizes fit different machine sizes.
Price includes a 5% discount from individual buckets' prices.

Cutting Edges:

| | | |
|-----------------------------|---------|------------|
| 76 in. Bolt-On Cutting Edge | T223081 | View Price |
|-----------------------------|---------|------------|

Requires additional hardware; see Parts.

| | | |
|---|----------|------------|
| 78 in. Bolt-On Cutting Edge | KV12758 | View Price |
| Requires additional hardware; see Parts. | | |
| 84 in. Bolt-On Cutting Edge | KV12471 | View Price |
| Requires additional hardware; see Parts. | | |
| <u>Kits and Accessories:</u> | | |
| 12 Volt Demonstration Kit | KV21995 | \$305.00 |
| 3-pin connector | | |
| Adapter, Three-Point Hitch (Category 1 & 2 Hitch Rating) | AT451600 | \$883.00 |
| Attachment Control | AT427986 | \$411.00 |
| For E series (models 328, 329, 332, and 333) with EH controls (0950, 0975, 0980, and 0990). Includes 3-pin and 14-pin connector. Replaces existing handles. | | |
| Backup Alarm | AT348451 | \$204.00 |
| For use with EH Controls (0950) or (0975) | | |
| Beacon Warning Light | AT431920 | \$320.00 |
| Block Heater Kit | AT427686 | \$112.00 |
| Bobcat Attachment Harness Adapter Kit | AT417736 | \$344.00 |
| Must have the 14 pin attachment connector already installed | | |
| Cold Start Package | AT430899 | \$355.00 |
| Counterweight, Stackable (Single Set) | AT348835 | \$352.00 |
| Includes 2 - 86 lb weights (39 Kg) | | |
| EH Joystick Performance Package | AT427988 | \$593.00 |
| Factory Code 8395 or kit AT427990 Keyless Start (Sealed Switch Module) is required prior to installing EH performance package | | |
| Engine Air Pre-Cleaner Kit | AT425357 | \$457.00 |
| Field Kit, Reversing Fan | AT410782 | \$964.00 |
| For S/N 269401 and below. | | |
| Foot Throttle Removal Kit | AT410246 | \$51.00 |
| HD Rear Grille | AT398389 | \$593.00 |
| Provides protection to cooling package | | |
| Hazard Warning Lights | AT431921 | \$127.00 |
| High Spring Effort Joysticks | AT433683 | \$766.00 |
| Horn | AT339797 | \$115.00 |
| For use with EH Controls (0950) or (0975) | | |

| | | |
|---|----------|------------|
| Hydraulic Quick Coupler Adapter Kit | AT428072 | \$325.00 |
| Adapts Highflow Machine Aux Couplers to Operate Low Flow Attachment. | | |
| Joystick Pod Mounted Throttle | AT419446 | \$152.00 |
| Keyless Start (Sealed Switch Module) | AT427990 | \$401.00 |
| Radio, AM/FM/WB with Aux Input | AT427984 | \$510.00 |
| Reversing Fan Kit | AT448244 | \$834.00 |
| For S/N 269402 and above. | | |
| SMV Sign | AT427982 | \$77.00 |
| Severe Duty Door | AT417602 | \$3,076.00 |
| Includes windshield wiper. For ROPS Canopy units also order AT387526. Required to meet ISO 8084 Forestry Applications. Use for D and E Series Models. S/N 269401 and below. | | |
| Severe Duty Door | AT446334 | \$3,076.00 |
| Includes windshield wiper. For ROPS Canopy units also order AT440395. Required to meet ISO 8084 Forestry Applications. S/N 269402 and above. | | |
| Severe Duty Door Hardware and Washer Bottle Kit | AT440395 | \$170.00 |
| Single Point Lift System | AT417891 | \$1,540.00 |
| Standard Door, Field Kit | AT425132 | \$1,030.00 |
| S/N 269401 and below. | | |
| Standard Door, Field Kit | AT446335 | \$1,030.00 |
| S/N 269402 and above. | | |
| <u>Operator Environment:</u> | | |
| Trim Elbow Pad Field Kit | AT417600 | \$28.00 |
| <u>Tooth Bars:</u> | | |
| 76 in. Tooth Bar - 8 Teeth | AT331906 | \$525.00 |
| 76 in. Tooth Bar for BOCE - 8 Teeth | AT347130 | \$772.00 |
| 78 in. Tooth Bar - 8 Teeth | KV12296 | \$559.00 |
| 78 in. Tooth Bar for BOCE - 7 Teeth | AT347132 | \$803.00 |
| 84 in. Tooth Bar - 8 Teeth | KV12298 | \$680.00 |
| 84 in. Tooth Bar for BOCE - 9 Teeth | AT347135 | \$827.00 |

▼ REFERRAL ATTACHMENTS

| Description | Code | Price |
|---|----------|------------|
| G.R. Mfg.: | | |
| <p>G.R. Manufacturing, Inc. * Kits listed below must be ordered through John Deere. * F.O.B. Trussville, Alabama * All kits include installation instructions * All warranty, repair parts, technical support and assistance, and sales support and assistance will be the responsibility of G.R. Manufacturing, Inc., and will be handled directly between the Dealer and G.R. Manufacturing, Inc.</p> | | |
| <p>G.R. Manufacturing, Inc. 4800 Commerce Drive Trussville, Alabama 35173 Phone: (800)841-8001 Fax: (205)655-8005</p> | | |
| Auxillary Hydraulic Line Quick Coupler Guard | AT432855 | \$220.00 |
| Bottom Opening Cover Plates | AT432853 | \$350.00 |
| Exhaust Hood Opening Seal | AT432861 | \$120.00 |
| Front Work Lights and Rear Light Guards | AT432854 | \$218.00 |
| Guard, Bucket Cylinder Rod | AT397454 | \$320.00 |
| Level II FOPS Plate | AT445276 | \$602.00 |
| <p>Required to meet ISO 8083 Level 2 Forestry Applications For use on D and E Series</p> | | |
| Lift Cylinder Hose Guards | AT372947 | \$420.00 |
| Operator Rear Window / Side Window Guards | AT372949 | \$640.00 |
| <p>Required to meet ISO 8084 Forestry Applications Not recommended for use with Hazard Warning Lights</p> | | |
| Rear Deflector and Bumper | AT432858 | \$1,962.00 |
| Rear Grille Guard w/o Side Bumpers | AT432857 | \$1,220.00 |
| Rear Hydraulic Circuit | AT432860 | \$3,200.00 |
| <p>Standard Flow Only - 25 gpm maximum. Will not work on Hand Control Units.</p> | | |
| Rubber Boom Pocket Debris Guards | AT388938 | \$340.00 |
| Severe Duty Package | AT432870 | \$5,052.00 |
| <p>Package Includes: Rear Deflector/Bumper, Exh Hood Opening Gd., FOPS, Lift Cyl Hose Gds., Aux.Hyd Line Quick Gd., Oper Rear & Side Screens, Toe Gd., Bottom Gds., Front & Rear Wrk Light Gds., Rubber Boom Pocket Gd.</p> | | |
| Toe Guard and Door Upgrade Kit | AT372950 | \$492.00 |
| <p>Required to meet ISO 8084 Forestry Applications</p> | | |
| Winch, Rear Mounted | AT432859 | \$9,120.00 |
| <p>Requires Rear Deflector/Bumper Kit. Will not work on Hand Control Units. Not for use with Ride Control or Hydraulic Self-Level.</p> | | |

**Contract Award
RFP 032515 #**

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)


HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): 

Mark R. Deakyne
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Handwritten signature]

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature:

[Handwritten signature]

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature:

Mark R. Deakyne

(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC



**National Joint Powers Alliance® (herein NJPA)
REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of
**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS,
AND SUPPLIES**

RFP Opening

MARCH 26, 2015

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #032515

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning JANUARY 23, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until MARCH 25, 2015 at 4:30 p.m. Central Time at the above address and opened MARCH 26, 2015 at 8:00 a.m. Central Time.

RFP Timeline

JANUARY 23, 2015

Publication of RFP in the print and online version of the Minneapolis *Star Tribune*, in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

**MARCH 4, 2015
10:00 a.m. Central Time**

Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).

MARCH 18, 2015

Deadline for RFP questions.

**MARCH 25, 2015
4:30 p.m. Central Time**

Deadline for Submission of Proposals. Late responses will be returned unopened.

**MARCH 26, 2015
8:00 a.m. Central Time**

Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 Subject to Approval of the NJPA Board: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by the NJPA Board of Directors: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

- 3.11.1** Award a four year term contract with a fifth year contract option resulting from this RFP;
- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES .

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Wheel or track loaders, motor graders, excavators, bull dozers, compactors, scrapers, vocational trucks, articulated trucks, cranes, paving machines, screeds, pavement milling machines, and rollers.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 Respondents must meet at least ONE of the following three requirements (A through C) to be considered within the scope of this solicitation.

A) The response must include at least one of EACH of the following: a wheeled or track loader with published net horsepower in excess of 300 H.P., an excavator with published operating weight in excess of 60,000 lbs., or a motor grader with published operating weight in excess of 35,000 lbs.

B) The response must include at least one crane with a published maximum lifting capacity exceeding 300 tons and a published maximum boom length exceeding 150 feet.

C) The response must include at least one of EACH of the following: a paver, a pavement milling machine, or a screed.

For purposes of this Section 3.17.2.1, the term “published” means that the information is readily available through the respondent’s printed literature or website and that the respondent has verified the accuracy the information.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to

obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that

certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening”**, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and advances to provide equipment/products/services or supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer’s Responses for this RFP entitled HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer’s names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA’S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published “List” price as well as a “Proposed Contract Price” in their pricing matrix. Published List price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price” defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the “Hot List” at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed.

Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The “Purchase Option” at lease maturity (\$1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if “not applicable” is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 “Level Two” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing & Delivery
- 6.8.11** Industry Specific Items

6.9 Evaluation of each Proposer’s Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to

this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a “Certificate Holder.” Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to

facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today’s NJPA member’s needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor’s sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that “This purchase order is issued pursuant to NJPA procurement contract #XXXXXX.” A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a “Hub Partner” for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is “Executed for the Benefit of [NJPA Member Name].”

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 **NJPA's interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to

commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements & Marketplace Success

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes ____ No
 - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.

- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your “Green” program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voided sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | NJPA ACCEPTS |
|--------------|-----------------------------------|-----------|--------------|
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Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

**Contract Award
RFP 032515 #**

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 # _____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ **NJPA Contract Number 032515 #**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ **NJPA Contract Number 032515 #**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ **NJPA Contract Number 032515 #**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “nonpublic” **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a “trade secret.” All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors’ proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**

| | | |
|---|-------------|--|
| Conformance to Terms & Conditions | 50 | |
| Financial, Industry Requirements & Marketplace Success | 75 | |
| Proposer's Ability to Sell and Deliver Service Nationwide | 100 | |
| Proposer's Marketing Plan | 50 | |
| Value Added Attributes | 75 | |
| Warranty | 50 | |
| Equipment/Products and Related Services | 200 | |
| Pricing | 400 | |
| TOTAL POINTS | 1000 | |

Reviewed by: _____ Its _____
 _____ Its _____



Form P

**PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Describe your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- _____ d. Other; please describe.

20) Do you offer quantity or volume discounts?

_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry-Specific Items

24) What is your US market share for the solutions you are proposing in this response?

25) Do you hold any industry-specific quality management system certifications such as ISO 9001?

26) Do you hold any environmental management system certifications such as ISO 14001?

27) What is your Canadian market share (if any) for the solutions you are proposing in this response?

28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

29) For how many years have the models you are proposing in this response been available in the marketplace?

30) What is your parts order fill rate?

31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

| Check when Completed | Contents of Your Bid Proposal | Hard Copy Required Signed and Dated | Electronic Copy Required - CD or Flash Drive |
|----------------------|---|-------------------------------------|--|
| | Form A: Proposer Questionnaire with all questions answered completely | X - signature page only | X |
| | Form B: Proposer Information | | X |
| | Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request | X | X |
| | Form D: Formal Offering of Proposal | X | X |
| | Form E. Contract Acceptance and Award | | X |
| | Form F: Proposers Assurance of Compliance | X | X |
| | Form P: Proposer Questionnaire with all questions answered completely | X-signature page only | X |
| | Certificate of Insurance with \$1.5 million coverage | X | X |
| | Copy of all RFP Addendums issued by NJPA | X | X |
| | Pricing for all Products/Equipment/Services within the RFP being proposed | | X |
| | Entire Proposal submittal including signed documents and forms. | | X |
| | All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound. | | |
| | Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX" | | |
| | Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479 | | |



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA’s due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the “Best Interests of NJPA and NJPA Members.” A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY eff 02-12-2013.”

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

AWARDED
VENDOR NAME:

NJPA
CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Equipment/ Products /Services
- Deleting/Discontinuing Equipment/Products/Services
- Price Increase
- Price Decrease



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

NJPA Executive Director Signature

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

February Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

4th

day of

February

20

16

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

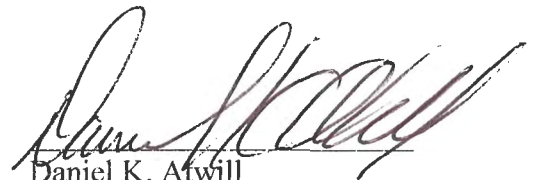
Now on this day the County Commission of the County of Boone does hereby award bid 80-30DEC15 – Sign Posts Term & Supply to MD Solutions, Inc. of Plain City, OH.

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

Done this 4th day of February, 2016.

ATTEST:

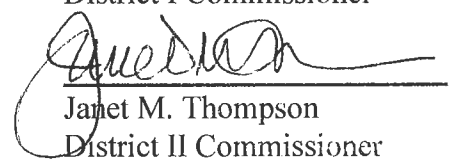
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

63-2016

Boone County Purchasing

Cheli Haley
Buyer



613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573)886-4392
Facsimile: (573)886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley, Buyer
DATE: February 2, 2016
RE: 80-30DEC15
Sign Posts – Term & Supply

Request for Bid Number 80-30DEC15 – Sign Posts was opened on December 30, 2015 with five Bid Responses received. Public Works recommends awarding this term and supply contract by low bid to MD Solutions, Inc. of Plain City, Ohio.

Invoices will be paid from Department 2040 – PW-Maintenance Operations and Account 26600 – Street/Traffic/Construction Signs. The amount budgeted is \$15,000.00.

The bid tabulation and award recommendation are attached for your review.

| 80-30DEC15 Sign Posts - Term & Supply BID TABULATION | | | American Fiber Tech | Vulcan Signs | MD Solutions | J&A Traffic Products | Lightle | Average |
|--|---|--------|------------------------|-----------------|-----------------|----------------------------|-----------------|-----------------|
| Line | Item | Length | Price | Price | Price | Price | Price | Price |
| 5.2.1. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 8' | \$ 14.39 | \$ 11.84 | \$ 10.77 | \$ 15.20 | \$ 11.67 | \$ 12.77 |
| 5.2.2. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 10' | \$ 18.51 | \$ 14.79 | \$ 13.40 | \$ 19.00 | \$ 14.59 | \$ 16.06 |
| 5.2.3. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 12' | \$ 20.59 | \$ 17.75 | \$ 15.98 | \$ 22.80 | \$ 17.51 | \$ 18.93 |
| | TOTAL | | \$ 53.49 | \$ 44.38 | \$ 40.15 | \$ 57.00 | \$ 43.77 | \$ 47.76 |

63-2016

**PURCHASE AGREEMENT
FOR
SIGN POSTS TERM AND SUPPLY**

THIS AGREEMENT dated the 4th day of February 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MD Solutions, Inc.**, 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 **Sign Posts Term and Supply**, County of Boone Request for Bid number **80-30DEC15 dated December 23, 2015**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Work Authorization Certification, Debarment Certification, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response signed by **Neil Louy**. All such documents shall constitute the contract documents, which are attached hereto and 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 Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **date of award** and extend through **January 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the County for **one (1) additional one (1) year period** subject to the pricing clauses in the contractor's RFB 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 Contractor and the Contractor agrees to supply the County with Sign Posts in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. 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.

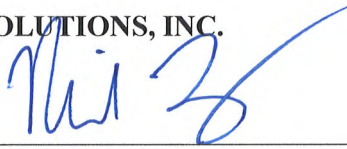
6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality 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:

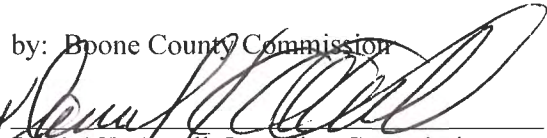
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

MD SOLUTIONS, INC.

by 
 title Sales
 address 8225 Estates Pkwy
Plain City, OH 43064

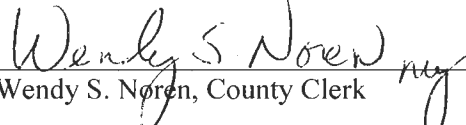
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

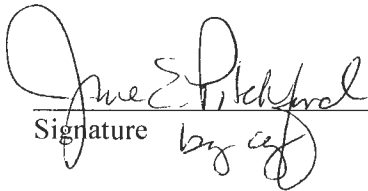
By: 
 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


 Signature by [initials]

2040 / 26600 Term/Supply
1/27/16 Date No Encumbrance Required Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

4. RESPONSE FORM

5.1. Company Information

Name: MOSolutions

Address: 8225 Estates Pkwy, Plain City OH 43064

Phone Number: 614-873-2222

Fax Number: 614-873-2220

Email: Neil@md-sisys.com

Federal Tax ID: 31-1804276

Corporation

Partnership Name: _____

Individual/Proprietorship Name: _____

Other: _____

| 5.2. | Posts | Length | Price Each |
|--------|---|--------|------------|
| 5.2.1. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 8 Ft | \$ 10.77 |
| 5.2.2. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 10 Ft | \$ 13.40 |
| 5.2.3. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 12 Ft | \$ 15.98 |
| Total | | | \$ 40.15 |

5.3. Renewal Pricing Increases

First Renewal Term: 5 %

5.4. Please describe warranty: Standard

5.5. Please describe online order capability: none

5.6. Delivery after receipt of order: 30-45 days

5.7. Automated Clearinghouse Payment – Bidder may agree to accept ACH payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement although the Bidder may offer additional discounts for early payment.

5.7.1. Will you accept ACH for payment of invoices? Yes No

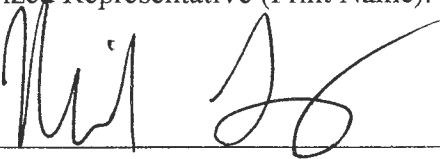
5.8. Prompt Payment Terms: None

5.9. Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Print Name): Neil Lucy



Signature

12-23-15

Date

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Union)
)ss
State of Ohio)

My name is Neil Loy. I am an authorized agent of MDSolutions
_____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Neil Loy 12-23-15
Affiant Date

Neil Loy
Printed Name

Subscribed and sworn to before me this 23 day of December, 2015.



Shanon Lenhardt
Notary Public

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

(Please complete and return with Bid)

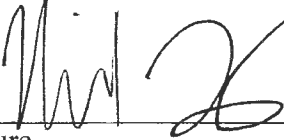
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Neil Lay Selby

Print Name and Title of Authorized Representative



Signature

Date

12-23-15



BOONE COUNTY, MISSOURI

**Request for Bid #: 80-30DEC15
Sign Posts – Term and Supply**

ADDENDUM #1 – Issued December 10, 2015

This addendum is issued in accordance with the Request for Bid Response Page and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's Response Form.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

The County received the following question:

1. Is there a quantity of how many of each post is needed?

Orders will be made on an "as needed basis." Quantities are estimated based on usage for a 12 month period. The County reserves the right to increase or decrease quantities as requirements dictate. Approximate quantities are:

8' Posts – 250

10' Posts – 200

12' Posts - 50

By: *Cheli Haley*
Cheli Haley,
Buyer

RESPONDENT has examined Addendum #1 to the Request for Bid #: 80-30DEC15 – Sign Posts – Term and Supply, receipt of which is hereby acknowledged.

Company Name: MDSolutions
Address: 8225 Estates Pkwy, Plain City OH 43064
Phone Number: 614-873-2222 Fax Number: 614-873-2220
Email: Neil @ md-sigs.com
Authorized Representative Signature: *Neil Lay* Date: 12-23-15
Authorized Representative Printed Name: Neil Lay



BOONE COUNTY PURCHASING
613 East Ash Street, Room 109
Columbia, MO 65201

REQUEST FOR BID

Cheli Haley
Buyer
Phone: (573)886-4392
Fax: (573)886-4390
chaley@boonecountymo.org

BID DATA

INFORMATION

Bid Number: 80-30DEC15
Bid Title: Sign Posts – Term & Supply

SUBMISSION INFORMATION

Due Date and Time: Wednesday, December 30, 2015 at 2:00 p.m. CST
Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201

OPENING INFORMATION

Date and Time: Wednesday, December 30, 2015 at 2:00 p.m. CST
Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201

BID CONTENTS

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Attachments
 - a. Compliance with House Bill 1549 and Work Authorization
 - b. Certification of Individual Bidder and Affidavit
 - c. Debarment Certification
 - d. Standard Terms and Conditions
 - e. No Bid Response Form

1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.

1.2. DEFINITIONS

1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

1.2.1.3. Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

1.2.2.1. Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

1.2.2.2. Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

1.2.2.3. Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. Response - The written, sealed document submitted according to the Bid instructions.

1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

www.showmeboone.com Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.

1.3.2. Bid Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County. The 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 County also reserves the right to award to multiple vendors, and reserves the right to accept or reject any and all bids in the best interest of the County.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. Precedence - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- a. the provisions of the Contract (as it may be amended);
- b. the provisions of the Bid;
- c. the provisions of the Bidder's Response.

1.6. **CONTRACT PERIOD** - Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning the date of award and may be automatically renewed for up to an additional one (1) year period unless cancelled by the Purchasing Department Director in writing prior to the renewal period. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.

1.7. **CONTRACT RENEWAL** - If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.10. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.11. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.12. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 1.13. BILLING AND PAYMENTS - Invoices should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payment shall be made within thirty (30) days after receipt of a correct and valid invoice.

- 1.14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall 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. 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. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- 1.14.1. 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.

2. PRIMARY SPECIFICATIONS

- 2.1. SCOPE OF WORK - It is the intent of the County to secure a Term and Supply contract for the furnishing and delivery of Sign Posts as detailed in this Request for Bid.
- 2.2. BACKGROUND INFORMATION – The contract resulting from this Request for Bid will replace contract number 51-13NOV14. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.com and select 2014. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2014 Bid Archives.
- 2.3. ESTIMATED USAGE - All requests for service shall be made on an “as needed” basis. The County does not guarantee a minimum usage of the prospective contract, and the County does not guarantee that the Contractor’s service will be utilized. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary.
- 2.4. MINIMUM TECHNICAL SPECIFICATIONS - All signs and materials for this bid are required to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications.
- 2.4.1. Upon request by Boone County, Bidder shall supply Test Reports to the Boone County Public Works Department, Operations Division.
- 2.4.2. U-Channel Post Material and Finish - Steel U-Channel Posts shall conform to the standard specification for hot rolled carbon steel, structural quality, ASTM designation A570, Grade 50. Yield strength after cold-forming shall be 60,000 psi

minimum. Finish shall be baked green enamel paint. Holes will be 3/8 inch with one inch spacing. 2 pound / foot weight.

2.4.3. Length Tolerance - The length of each post shall have a permissible length tolerance of + or - 1/4".

2.4.4. Delivery - Delivery shall be to the Boone County Public Works Department, Maintenance Operations Division. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders shall be delivered within 30 days after receipt of an order.

2.4.5. Delivery Requirements - Posts must be palletized or delivered via flat-bed trailer for efficient unloading. There is no loading dock at Public Works; all deliveries are unloaded from the ground. Shipments should be packaged/loaded with that in mind.

2.4.6. Method of Ordering - Orders will be requested via telephone, fax, or online. The awarded Contractor shall be required to confirm receipt of each request.

2.5. DESCRIPTIVE LITERATURE - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.

2.6. BID CLARIFICATION - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: chaley@boonecountymo.org.

3. RESPONSE PRESENTATION AND REVIEW

3.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain "N/A" or "No Bid".

3.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.

3.2.1. Submittal Package - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number** and the due date and time.

3.3. ADVICE OF AWARD - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.

3.4. BID OPENING - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.

- 3.5. REMOVAL FROM VENDOR DATABASE - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.7. SAMPLES - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 3.8. REJECTION OR CORRECTION OF RESPONSES - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.9. EVALUATION PROCESS - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.10. METHOD OF EVALUATION - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.11. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.12. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. RESPONSE FORM

5.1. Company Information

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____ Federal Tax ID: _____

Corporation

Partnership Name: _____

Individual/Proprietorship Name: _____

Other: _____

| 5.2. | Posts | Length | Price Each |
|--------------|---|--------|------------|
| 5.2.1. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 8 Ft | \$ |
| 5.2.2. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 10 Ft | \$ |
| 5.2.3. | U-Channel, 2#/Ft (Min), 3/8 Hole, 1" Center | 12 Ft | \$ |
| Total | | | \$ |

5.3. Renewal Pricing Increases

First Renewal Term: _____%

5.4. Please describe warranty: _____

5.5. Please describe online order capability: _____

5.6. Delivery after receipt of order: _____ days

5.7. **Automated Clearinghouse Payment** – Bidder may agree to accept ACH payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement although the Bidder may offer additional discounts for early payment.

5.7.1. Will you accept ACH for payment of invoices? Yes No

5.8. Prompt Payment Terms: _____

5.9. Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Print Name): _____

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of _____)
)ss
State of _____)

My name is _____. 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 County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant Date

Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

(Please complete and return with Bid)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Print Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING
613 East Ash Street, Room 109
Columbia, MO 65201

NO BID RESPONSE FORM

Cheli Haley
Buyer
Phone: (573)886-4392
Fax: (573)886-4390
chaley@boonecountymo.org

BID INFORMATION:

Bid Number: 80-30DEC15

Bid Title: Sign Posts – Term & Supply

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

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

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

4th

day of

February 20 16

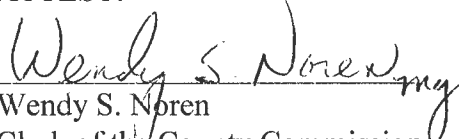
the following, among other proceedings, were had, viz:

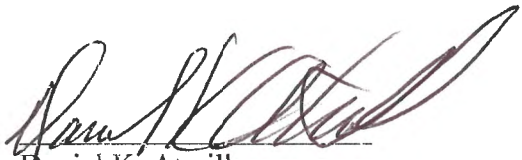
Now on this day the County Commission of the County of Boone does hereby approve the recommendations by the Job Classification Committee to establish the following new positions within the Office of Emergency Management:

- **Mitigations and Recovery Specialist, class code 408310 on pay range 35, classified as FLSA non-exempt.**
- **Planning and Preparedness Specialist, class code 408311 on pay range 35, classified as FLSA non-exempt.**
- **Training and Exercise Specialist, class code 408312 on pay range 35, classified as FLSA non-exempt.**

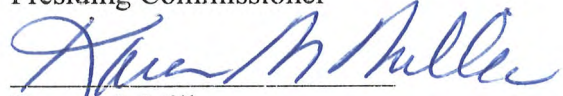
Done this 4th day of February, 2016.

ATTEST:

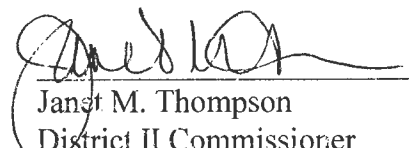

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Human Resources

Jenna Redel
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

February 3, 2016

Recommendations from Job Classification Committee

The Job Classification Committee met on February 1, 2016, to review and discuss three newly created positions in the Office of Emergency Management. These positions are titled Mitigation and Recovery Specialist; Planning and Preparedness Specialist; and Training and Exercise Specialist. The Committee agreed to bring forward the following recommendations to the Commission:

Establish a "Mitigations and Recovery Specialist" classification (class code 408310) on pay range 35, classified as FLSA non-exempt.

Pay range 35 has a minimum salary of \$38,480 and a maximum salary of \$57,740.80.

Establish a "Planning and Preparedness" classification (class code 408311) on pay range 35, classified as FLSA non-exempt.

Pay range 35 has a minimum salary of \$38,480 and a maximum salary of \$57,740.80.

Establish a "Training and Exercise Specialist" classification (class code 408312) on pay range 35, classified as FLSA non-exempt.

Pay range 35 has a minimum salary of \$38,480 and a maximum salary of \$57,740.80.

Job descriptions for each position are attached hereto.

Best Regards,

Jennifer Redel



BOONE COUNTY JOB DESCRIPTION

| | | |
|---|--------------------------------|--|
| JOB TITLE: <u>Mitigation/Recovery Specialist</u> | NEW: <u>X</u> | REVISED: _____ <small>(Please check one)</small> |
| REPORTS TO: <u>Deputy Director of Emergency Management</u> | FLSA: <u>Non-Exempt</u> | DATE: <u>02/16</u> |
| DEPARTMENT: <u>Emergency Management</u> | JOB CODE: <u>500</u> | |

SUMMARY:

Under general supervision, the Mitigation/Recovery Specialist analyzes and develops the County's response operations, relief, recovery, and mitigation programs. Collaborates with officials in order to prepare and analyze damage assessments following disasters or emergencies.

ESSENTIAL FUNCTIONS: *Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Responsible for oversight of the mitigation activities including development and implementation of the County's mitigation strategy. This includes the integration of planning efforts with Federal and State partners to ensure federal regulations and state statutes are complied with. Ensures that the HMGP Administrative Plan, State Hazard Mitigation Plan, and the county-level Hazard Mitigation Plans are all current. Works with internal and external partners to identify issues and provides information and training as appropriate.

Works with the Missouri Association of Councils of Government to ensure county-level Hazard Mitigation Plans are being submitted to SEMA and the Regional Planning Commissions. Reviews and stays current on hazard mitigation regulations, FEMA policy and guidance, and other pertinent/relevant information. Provides guidance and information about the hazard mitigation program to local communities around the county.

Develops/organizes/conducts mitigation workshops/training courses, providing accurate technical assistance and guidance in all formats (i.e., verbal, written, and training workshop materials). Compiles and analyzes financial data to help evaluate, recommend and develop applications, plans, and project reports. Accurately reviews applications for planning/project grant eligibility requirements and cost-benefit effectiveness.

Accurately reviews invoices and processes all subgrantee Requests for Funds (planning and projects) in a timely manner (30 days). Monitors community/local planner progress to ensure local plans and 5-year updates are prepared in a timely manner. Provides accurate technical assistance to local governments and contractors in the preparation of Hazard Mitigation Plans to meet state and federal requirements. Performs damage assessment and recovery efforts including submittal of appropriate documents for reimbursement from State or other agencies.

Assists with Exercise and Training programs. Will be cross-trained in all areas. Perform all other duties as assigned.

During disaster time, work schedule is subject to a 12-24 hour work cycle. This job will serve as a section chief in the command structure during disasters. In the event that an EOC is activated, the Mitigation/Recovery Specialist will serve as the finance/administration section chief. Will be responsible for filling out FEMA and SEMA forms. Will be keeping track of supplies and human hours for documentation and assistance purposes.

KNOWLEDGE AND SKILL:

1. Basic knowledge of goals and objectives of the County Hazard Mitigation Program related to available Hazard Mitigation Plans and grant programs.
2. Basic knowledge of state Hazard Mitigation priorities.
3. Basic knowledge of Federal rules and requirements pertaining to Hazard Mitigation planning/programs and changes in State and Federal legislation that impacts the program.
4. Basic knowledge of principles, practices and techniques of public administration.
5. Basic knowledge of application and interpretation of federal, state and local rules, regulations, codes and ordinances as they relate to area of assignment.
6. Ability to apply judgment and discretion in resolving problems and interpreting policies and regulations.
7. Ability to develop and maintain effective working relationships with other staff and external elements.
8. Ability to communicate effectively, both orally and in writing and make effective presentations of technical, complex, and sometimes controversial information.
9. Ability to establish and maintain accurate records of all activities and operations.

PHYSICAL DEMANDS:

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at

waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

WORK ENVIRONMENT:

This job operates in a professional office environment. Professional attire required. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, large format printers and scanners, binding machines, hand-held recording devices, filing cabinets and fax machines. This position is routinely in contact with the public, other Boone County employees, elected officials and members of other entities.

Some travel to various locations to attend meetings or respond to emergency scenes, disasters, or critical incidents; occasional exposure to noise, dust, grease, smoke, fumes, airborne particles, noxious odors, gases, and all types of weather and temperature conditions occasionally works near moving mechanical parts.

QUALIFICATIONS:

Bachelor’s Degree from an accredited college or university with major course work in emergency management, business administration, public administration, or other related field and one year of experience in the research, analysis, planning, and development of an emergency plan or training program for large scale disasters or civil defense operations; or an equivalent combination of related experience and education which provides the applicant with the desired skills, knowledge and ability required to perform the work.

NOTE: A criminal background check including a national fingerprint check through law enforcement agencies and a drug test will be conducted on all successful applicants prior to their being appointed to this position.

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

APPROVALS:

Department Director: _____ Date: _____
(Signature)

HR Director: _____ Date: _____
(Signature)



BOONE COUNTY JOB DESCRIPTION

| | | |
|---|-----------------------------|--|
| JOB TITLE: <u>Training & Exercise Specialist</u> | NEW: <u>X</u> | REVISED: _____ <small>(Please check one)</small> |
| REPORTS TO: <u>Deputy Director of Emergency Management</u> | FLSA: _____ | DATE: <u>02/16</u> |
| DEPARTMENT: <u>Emergency Management</u> | JOB CODE: <u>500</u> | |

SUMMARY:

Under general supervision, the Training and Exercise Specialist is responsible for training of local emergency management coordinators, emergency management staff, volunteers, local first responders, county employees, and others as assigned.

ESSENTIAL FUNCTIONS: *Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Designs and administers emergency/disaster preparedness training courses that teach people how to effectively respond to major emergencies and disasters. Plans, designs, and executes county-wide disaster preparedness and anti-terrorism training and simulation exercises.

Develops and implements training procedures and strategies for radiological protection, detection, and decontamination. Develops training requirements as mandated and/or recommended by Federal, State, and/or County agencies. Responsible for scheduling training sessions, securing instructors (as required), ensuring instructional materials are available, and training local emergency management coordinators, emergency management staff, volunteers, local first responders, county employees, and other constituents as directed.

Develops and maintains a system to monitor the training in emergency management of all personnel and others noted above. Serves as a liaison between citizens and governmental agencies.

Assists in field emergencies and response operations when directed, and in disaster planning. Routinely works with other staff in conducting the daily administration and function of the office.

Trains local groups in the preparation of long-term plans that are compatible with federal and state plans.

Inventories and distributes nuclear, biological, and chemical detection and contamination equipment, providing instruction in its maintenance and use.

During disaster time, work schedule is subject to a 12-24 hour work cycle. This job will serve as a section chief in the command structure. In the event that an EOC is activated the Training/Exercise Specialist will serve as the logistics section chief. Will be responsible for filling out FEMA and SEMA forms. Will track supplies and human hours for documentation and assistance purposes.

Will be cross-trained in all areas. Performs all other duties as assigned.

KNOWLEDGE AND SKILL:

1. Basic knowledge of the Incident Command System (ICS) under the National Incident Management System (NIMS).
2. Basic knowledge of principles, practices and techniques of public administration.
3. Basic knowledge of application and interpretation of federal, state and local rules, regulations, codes and ordinances as they relate to area of assignment.
4. Basic knowledge of the principles, practices, and techniques of training development and presentation of training programs for emergency response personnel.
5. Advanced knowledge of adult learning.
6. Ability to apply judgment and discretion in resolving problems and interpreting policies and regulations.
7. Ability to develop and maintain effective working relationships with other staff and external elements.
8. Ability to communicate effectively, both orally and in writing and make effective presentations of technical, complex, and sometimes controversial information.
9. Ability to develop and implement operations and administrative procedures, reporting requirements, and related activities.

PHYSICAL DEMANDS:

The majority of work is performed in a professional office setting with some field work as required. Must possess vision to read printed materials and a computer screen; and hearing and speech sufficient to communicate in person and over the telephone.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reaching above and at shoulder height, moderate

grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

WORK ENVIRONMENT:

This job operates in a professional office environment. Professional attire required. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, large format printers and scanners, binding machines, hand-held recording devices, filing cabinets and fax machines. This position is routinely in contact with the public, other Boone County employees, elected officials and members of other entities.

Some travel to various locations to attend meetings or respond to emergency scenes, disasters, or critical incidents; occasional exposure to noise, dust, grease, smoke, fumes, airborne particles, noxious odors, gases, and all types of weather and temperature conditions occasionally works near moving mechanical parts.

QUALIFICATIONS:

Bachelor’s Degree from an accredited college or university with major course work in emergency management, business administration, public administration, or other related field and one year of experience in the research, analysis, planning, and development of an emergency plan or training program for large scale disasters or civil defense operations; or an equivalent combination of related experience and education which provides the applicant with the desired skills, knowledge and ability required to perform the work.

NOTE: A criminal background check including a national fingerprint check through law enforcement agencies and a drug test will be conducted on all successful applicants prior to their being appointed to this position.

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

APPROVALS:

Department Director: _____ Date: _____
(Signature)

HR Director: _____ Date: _____
(Signature)



BOONE COUNTY JOB DESCRIPTION

| | | |
|---|-----------------------------------|---------------------------|
| JOB TITLE: <u>Planning & Preparedness Specialist</u> | NEW: <u>X</u> | REVISED: _____ |
| | <small>(Please check one)</small> | |
| REPORTS TO: <u>Director, Emergency Management</u> | FLSA: <u>Non-Exempt</u> | DATE: <u>12/15</u> |
| DEPARTMENT: <u>Emergency Management</u> | JOB CODE: <u>500</u> | |

SUMMARY:

With general supervision, the Planning and Preparedness Coordinator plans, analyzes, and develops the County’s emergency plans, preparedness programs, and coordinates the County’s Emergency Management Administrative Team in areas of disaster preparedness.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Coordinates and maintains a comprehensive emergency disaster preparedness plan including response and recovery phases for a wide range of emergencies and disasters. Maintains and updates all resource materials associated with emergency preparedness plans. Prepares emergency situation status reports that describe response and recovery efforts, needs, and preliminary damage assessments. Prepares emergency situation status reports that describe response and recovery efforts, needs, and preliminary damage assessments.

Works with the Training and Exercise Specialist to disseminate information and educational materials pertaining to disaster preparedness prior to and in the event of a natural disaster or crisis situation. Provides current and ongoing disaster preparedness information and training to County employees, schools, and community organizations. Ensures the readiness of the County’s Emergency Operations Center and associated personnel.

Conducts an analysis of potential hazards in the community and develops corresponding action plans. Assists with securing grant funding for emergency preparedness programs and equipment. Conducts surveys to determine the types of emergency-related needs that will

need to be addressed in disaster planning, or provide technical support to others conducting such surveys.

Consults with officials of local and area governments, schools, hospitals, and other institutions in order to determine their needs and capabilities in the event of a natural disaster or other emergency. Coordinates disaster response or crisis management activities such as ordering evacuations, opening public shelters, and implementing special needs plans and programs.

Develops and maintains relationships with municipalities, county departments, and similar entities in order to facilitate plan development, response effort coordination, and exchanges of personnel and equipment.

Attends required FEMA/Homeland Security classroom training including all EMPG courses (IS100, 120.a, 200, 230.d, 235.b, 240.b, 241.b, 242.b, 244.b, 700, 800). Register, take, and successfully complete computer based FEMA training.

Inspects facilities and equipment such as emergency management centers and communications equipment in order to determine their operational and functional capabilities in emergency situations. Assists with exercise/training programs.

Keeps informed of activities or changes that could affect the likelihood of an emergency, as well as those that could affect response efforts and details of plan implementation. Keeps informed of federal, state, and local regulations affecting emergency plans and ensures that plans adhere to these regulations.

Proposes alterations of emergency response procedures based on regulatory changes, technological changes, or knowledge gained from outcomes of previous emergency situations. Reviews emergency plans of individual organizations such as medical facilities in order to ensure their adequacy.

Studies emergency plans used elsewhere in order to gather information for plan development. Applies for federal funding for emergency management related needs; administers such grants and report their progress.

Provides communities with assistance in applying for federal funding for emergency management facilities, radiological instrumentation, and other related items. Assists in the recovery activities in the event of an emergency.

Attends meetings, conferences, and workshops related to emergency management in order to learn new information and to develop working relationships with other emergency management specialists. Will be cross-trained in all areas. Performs other duties as assigned.

During disaster times, work schedule is subject to a 12-24 hr work cycle. This job will serve as a section chief in the command structure. In the event that an EOC is activated, the

Planning/Preparedness Specialist will serve as the planning section chief. Will be responsible for filling out FEMA and SEMA forms. Will be keeping track of supplies and human hours for documentation and assistance purposes.

KNOWLEDGE AND SKILL:

1. Basic knowledge of principles, practices and techniques of public administration.
3. Basic knowledge of application and interpretation of federal, state and local rules, regulations, codes and ordinances as they relate to area of assignment.
4. Basic knowledge of management and supervisory principles and practices including program planning, contract administration, budgeting, direction, coordination, evaluation and data processing methods and techniques.
5. Ability to be a self starter and demonstrate management loyalty.
6. Ability to develop area goals and objectives and perform planning and budgeting functions.
7. Ability to apply judgment and discretion in resolving problems and interpreting policies and regulations.
8. Ability to effectively respond to and reconcile competing external elements as they affect the planning and operation of assigned programs.
9. Ability to develop and maintain effective working relationships with other staff and external elements.
10. Ability to communicate effectively, both orally and in writing and make effective presentations of technical, complex, and sometimes controversial information.
11. Ability to establish and maintain accurate records of all activities and operations.

PHYSICAL DEMANDS:

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

WORK ENVIRONMENT:

The work is performed in a professional office setting and is routinely exposed to outside weather conditions. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the phone.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 50 lbs and transporting distances up to 50 yards. OCCASSIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects.

QUALIFICATIONS:

Bachelor's Degree from an accredited college or university with major course work in emergency management, business administration, public administration, or other related field and one year of experience in the research, analysis, planning, and development of an emergency plan or training program for large scale disasters or civil defense operations; or an equivalent combination of related experience and education which provides the applicant with the desired skills, knowledge and ability required to perform the work.

NOTE: A criminal background check including a national fingerprint check through law enforcement agencies and a drug test will be conducted on all successful applicants prior to their being appointed to this position.

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

APPROVALS:

Department Director: _____ Date: _____
(Signature)

HR Director: _____ Date: _____
(Signature)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the

4th

day of

February

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the 2016/2017 Stop Violence Against Women Grant awarded to the 13th Judicial Circuit Court.

Done this 4th day of February, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY
 OFFICE OF THE DIRECTOR
 AWARD OF CONTRACT

P.O. Box 749
 Jefferson City, Missouri 65102
 Phone: (573) 751-4905

| | | |
|---|--|---|
| Program Area: STOP Violence Against Women Act (VAWA) | | Catalog of Federal Domestic Assistance (CFDA) #: 16.588 |
| Contractor Name: 13th Judicial Circuit Court | | |
| Project Title: Integrated Domestic Violence Program | | |
| Contract Period: January 1, 2016 to December 31, 2017 | State/Federal Funds Awarded: 212243.97 | Contract Number: 2012-VAWA-038-NC |

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.


 Applicant Authorized Official _____ Date


 Applicant Project Director _____ Date **1/27/16**

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Authorized Official of the Missouri Department of Public Safety.

 Authorized Official, MO Department of Public Safety

January 1, 2016
 Award Date



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
STOP Violence Against Women Act (VAWA)



2016 CERTIFIED ASSURANCES

The Sub-recipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. The Sub-recipient assures that it shall comply, and all its Sub-recipients shall comply, with the applicable provisions of the 2016-2017 STOP VAWA Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, Sub-recipient or a contractor with support under this award. In addition, the recipient (or Sub-recipient, contractor or subcontractor) must obtain advance written approval from the Office On Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each Sub-recipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

2. The Sub-recipient assures that it shall comply, and all its Sub-recipients shall comply, with the applicable provisions of the VAWA Solicitation, the DPS Financial and Administrative Guide, the Travel Guidelines, and other applicable state laws or regulations.
3. **Compliance Training:** As a recipient of federal or state funds, the Sub-recipient is required to attend the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
4. **Non-Supplanting:** The Sub-recipient assures that federal or state funds made available under this contract will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
5. **Change in Personnel:** The Sub-recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence of personnel as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
6. **Contract Adjustments:** The Sub-recipient understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Sub-recipient but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment via WebGrants.

7. **Monitoring:** The Sub-recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Sub-recipient assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Sub-recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
8. **Criminal Activity:** The Sub-recipient assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Sub-recipient shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law. The Sub-recipient must promptly refer to the Department of Justice, Office of Inspector General and Missouri Department of Public Safety any credible evidence that a principal, employee, agent, Sub-recipient, sub-Sub-recipient, or other person has either:

- 1) Submitted a false claim for grant funds under the False Claims Act or
- 2) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For Sub-recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS and OIG by mail at following address.

Missouri Department of Public Safety
Office of the Director
Attention: Crime Victim Services Unit (VAWA)
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Office of Inspector General
Office of Justice Programs and Investigation Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington D.C. 20530

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

9. **Lobbying:** The Sub-recipient understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and Sub-recipients.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or Sub-recipient or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

10. **Fair Labor Standards Act:** All Sub-recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

11. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Sub-recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Sub-recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general Sub-recipient or Sub-recipient of any tier shall not be liable when such Sub-recipient or Sub-recipient contracts with its direct Sub-recipient who violates subsection 1 of Section 285.530, RSMo if the contract binding the Sub-recipient and Sub-recipient affirmatively states that the direct Sub-recipient is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the Sub-recipient or Sub-recipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct Sub-recipient's employees are lawfully present in the United States.

12. **Relationship:** The Sub-recipient agrees that they will represent themselves to be an independent Sub-recipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs. The Sub-recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
13. **Uniform Crime Reporting (UCR):** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
14. **Racial Profiling:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
15. **Federal Equitable Sharing Funds:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in compliance with Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
16. **Custodial Interrogations:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
17. **DWI Law:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo. In addition, the Sub-recipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
18. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Sub-recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
19. **Drug-Free Workplace Act of 1988:** The Sub-recipient assures that it will comply, and all its Sub-recipients will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual Sub-recipients and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
20. **ACORN:** Sub-recipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

21. **Computer Networks:** The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Civil Rights:

1. **Enforcing Civil Rights Laws:** The Sub-recipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates sub-recipients that are the subject of discrimination complaints from both individuals and groups.
2. **Discrimination:** The Sub-recipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
3. **Limited English Proficiency (LEP):** The Sub-recipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2012) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEOP):** The Sub-recipient agrees to comply with the applicable requirements of 28 C.F.R. pt 42, subpt E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Sub-recipient will maintain an EEOP if the recipient (1) is a state or local government agency or any business; and (2) has 50 or more employees; and (3) receives a single award of \$25,000 or more. The Sub-recipient this is required to maintain an EEOP must submit an EEOP Utilization Report to DOJ's Office for Civil Rights (OCR), Office of Justice Programs, if it receives a single award of \$500,000 or more. The EEOP Utilization report can be found at: <http://ojp.gov/about/ocr/eeop.htm>.

All Sub Recipients, irrespective of their EEOP obligations, must complete the EEOP Certification Form, in which the recipient declares its satisfaction of its obligations. The Certification Form can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>.

5. **Finding of Discrimination:** The Sub-recipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Sub-recipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.
6. **Unlawful Employment Practices:** The Sub-recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
7. **Discrimination in Public Accommodations:** The Sub-recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
8. **Faith-based Organizations:** The Sub-recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

9. **Discrimination - VAWA Exception:** No Sub-recipient in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under [VAWA], and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women.
- a. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

Financial:

1. **Fund Availability:** The Sub-recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The Sub-recipient agrees to comply with the financial and administrative requirements set forth in the current Missouri Department of Public Safety Financial and Administrative Guide.
4. **Allowable Costs:** The Sub-recipient understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Sub-recipient agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety.
5. **Financial Reporting Requirements:** The Sub-recipient agrees to complete and submit any financial reports required for this program as outlined in the VAWA Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Sub-recipient agrees to account for project income generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Sub-recipient understands that all project income generated as a result of this contract shall be expended during the life of the contract.
7. **Procurement:** The Sub-recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Sub-recipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:
- A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases estimated to total between \$3,000 but less than \$24,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases with an estimated total of \$25,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - F. Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Sub-recipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods

manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.

9. **Buy Missouri:** The Sub-recipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
10. **Debarment:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Sub-recipient certifies that it and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this application been convicted of 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) transaction or contract under a public transaction; 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;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph B of this certification; and
 - D. Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default
11. **Audit:** An audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from State Government or state funds passed through state agencies), of \$250,000 or more is expended by the applicant agency. An audit is required for the agency fiscal year, when FEDERAL financial assistance, (which consists of funds received directly from the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, the Sub-recipient assures that such audit will be submitted to the Missouri Department of Public Safety, Office of the Director.
 12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Sub-recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Sub-recipient under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event that the Missouri Department of Public Safety determines that a Sub-recipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.
 13. **Enforceability:** If a Sub-recipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
 14. **Compensation:** The Sub-recipient understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. The Sub-recipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Programmatic:

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Sub-recipient, if providing services to victims of domestic and/or sexual violence and their children through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs and/or Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Sub-recipient, if not primarily providing services to victims of domestic and/or sexual violence through this contract, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Coordination of activities:** The Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Collection:** The Sub-recipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the Department of Justice, Office of Justice Programs or Office of Violence Against Women. In addition to information that may be necessary in follow up to monitoring and/or audit issues, and in response to requests from the Missouri Department of Public Safety.
5. **Access to Records:** The Sub-recipient authorizes the Missouri Department of Public Safety and/or the Office for Victims of Crime and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the VAWA grant.
6. **Confidentiality of Research Information:** The Sub-recipient assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VAWA. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.
7. **Printed Materials:** All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: **"This project was supported by funding made available through the Fund administered by the Missouri Department of Public Safety, Office of the Director."** The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director or the Department of Justice Programs.
8. **Client-Counselor Confidentiality:** The Sub-recipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
9. **Code of Professional Ethics:** The Sub-recipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Sub-recipients.
10. **Victims' Rights Compliance:** The Sub-recipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance)
11. **Criminal or Civil Filings:** The Sub-recipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

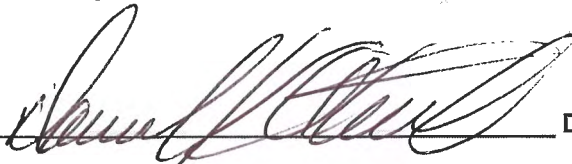
12. **Forensic Medical Exams:** To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.
13. **Polygraph/Voice Stress Analysis:** No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.
14. **Court Records:** After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.
15. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
16. **Nondisclosure of confidential or Private Information:** Sub-recipients may not disclose personally identifying information about victims served with VAWA funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for any VAWA grant program or another Federal agency, state, tribal, or a territorial grant program. This provision also limits disclosures by VAWA Sub-recipients to other federal grantees, including disclosures to statewide or regional databases.
17. **Historic Preservation Act:** Sub-recipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
18. **Time Records Requirement:** The applicant assures that, all project personnel funded through the VAWA grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS upon request.
19. **Claims that are Late:** Sub-recipients assure the Claim for Reimbursement, Detail of Expenditures, and supporting documentation will be submitted by the 5th of each month. If specified due date falls on a weekend or holiday, the Claim must be received by the first working day after the weekend or holiday. Claims submitted after deadline will not be processed until the following month. Claims are due each month whether or not the sub-recipient expended any grant or local match funds.

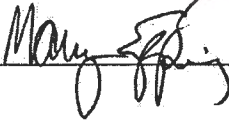
Failure to submit the required forms on time shall be taken as failure to adhere to the terms of the Award of Contract and may result in the delay of reimbursement and/or termination of the contract.
20. **Timely Reporting:** Sub-recipients assure that expenses will be submitted within 60 days from the time the expense was incurred. The Missouri Department of Public Safety reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement.
21. **Claims with Errors:** Sub-recipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Executive Director and Board President.
22. **Annual Performance Report:** The Sub-recipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will either run October 1 through September 30, July 1 through June 30 or January 1

through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 15 days following the end date of the reporting period each year.

- 23. **Match:** State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider, victim service providers may voluntarily provide match on the STOP VAWA grant.
- 24. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.
- 25. **Financial Statements:** All non-profit sub-recipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the sub-recipient's, or another publicly available website). DPS and OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

The Sub-recipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

Authorized Official  Date 2-4-16

Project Director  Date 1/27/16

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

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February Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the

4th

day of

February


20 16

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, February 4, 2016, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(3), to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded and RSMo 610.021(13), to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Done this 4th day of February, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner



Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner