

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

March

20 20

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

Now on this day, the County Commission of the County of Boone does hereby award bid 07-18FEB20 – Above-ground Diesel Storage Tank to Neumayer Equipment Company of St. Louis, Missouri.

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

Done this 10th day of March 2020.

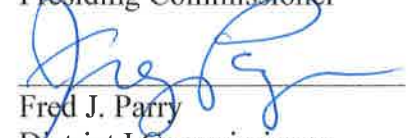
ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: February 26, 2020  
RE: 07-18FEB20 – Above-ground Diesel Storage Tank

07-18FEB20 – Above-ground Diesel Storage Tank opened on February 18, 2020. Three (3) bids were received.

Joint Communications recommends award by lowest responsive bid to Neumayer Equipment Company of St Louis, Missouri to purchase one (1) 2000-gallon WE-MAC diesel storage tank to replace the existing 1,000 gallon storage tank at the ECC Building.

Cost of the purchase is \$14,931.40 and will be paid from department 4100 – ECC Facility Construction Project, account 71231 – Owner Costs.

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

<b>07-18FEB20 - Above-Ground Diesel Storage Tank</b>			<b>MFA Oil Company</b>	<b>Neumayer Equipment Company</b>	<b>Mid-State Petroleum Equipment, Inc.</b>
<b>BID TABULATION</b>					
<b>4.8</b>	<b>PRICING</b>	<b>Qty:</b>	<b>UNIT COST</b>	<b>UNIT COST</b>	<b>UNIT COST</b>
<b>4.8.1.</b>	<b>Diesel Fuel Storage Tank</b>	<b>1</b>	<b>\$7,847.35</b>	<b>\$14,931.40</b>	<b>\$25,300.75</b>
<b>4.9.</b>	<b>CALENDAR DAYS TANKS WILL BE DELIVERED AFTER RECEIPT OF PURCHASE ORDER AND NOTICE TO PROCEED</b>		<b>14 days ARO</b>	<b>8 weeks ARO</b>	<b>45 days ARO</b>
	<b>MAKE/MODEL</b>		<b>1000 Gallon Double Wall Fuel Tank</b>	<b>We-MAC</b>	<b>We-MAC 2000-UL142</b>
<b>4.10.</b>	<b>Describe warranty (or attach):</b>		<b>Mfg Warranty</b>	<b>Mfg Warranty</b>	<b>Mfg Warranty</b>
<b>4.11.</b>	<b>COOP ? YES OR NO.</b>		<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

**NO BID**

**PURCHASE AGREEMENT  
FOR ABOVE-GROUND DIESEL STORAGE TANK**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of March 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Neumayer Equipment Company, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of one Above Ground Diesel Storage Tank, in compliance with all bid specifications issued for Boone County Request for Bid **07-18FEB20** and the Vendor's bid response dated February 12, 2020 executed by Jason Watson on behalf of Vendor. 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 contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **(1) 2000 Gallon WE-MAC Diesel Storage Tank** which shall be provided in conformity with the contract documents for the prices set forth in Bidder's bid response, as needed and as ordered by the County as follows:

Description	Make/Model	Price
2000 Gallon Diesel Storage Tank	WE-MAC	\$14,931.40

3. **Warranty** is outlined on the attached WE-MAC Manufacturing Company Manufacturer's Warranty.
4. **Delivery** - Delivery after receipt of order and Notice to Proceed shall be made within 8 weeks. Delivery address: Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery is: (573) 554-1000.
5. **Billing and Payment** - All billing / invoices shall be sent to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, Columbia, Missouri 65202. Billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications.

Payment Terms: Net 30 days after receipt of invoice following delivery and acceptance of equipment.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **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.

8. **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 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.

**NEUMAYER EQUIPMENT COMPANY, INC**

**BOONE COUNTY, MISSOURI**

By Jason Watson  
DocuSigned by: CC61862F2656434...  
 Title Sales

By: Boone County Commission  
DocuSigned by: Daniel K. Atwill  
Daniel K. Atwill  
51419349E0874FF  
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: Charly J. D'Amore  
Charly J. D'Amore  
 County Counselor

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

**AUDITOR CERTIFICATION**

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

<small>DocuSigned by: June E. Peterson by NA</small> <u>June E. Peterson by NA</u> <small>5B91DB24AAAC49D...</small>	3/2/2020	4100-71231 / \$14,931.40
Signature	Date	Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

County of Boone

Purchasing Department

**4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: Neumayer Equipment Company
- 4.2. Address: 5060 Arsenal St.
- 4.3. City/Zip: Saint Louis, mo 63139
- 4.4. Phone Number: 573-893-7601
- 4.5. Fax Number: 573-893-7762
- 4.6. E-mail: Jason.Watson@neumayerequipment.com
- 4.7. Federal Tax ID: 43-0432090

- 4.7.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.8. PRICING	<u>Unit Price</u>
4.8.1. <b>Base Bid:</b> Diesel Fuel Storage Tank as specified per section 2.	\$ <u>14,931.40</u>
Make / Model #: <u>We-Mac</u>	

4.9. Tanks shall be delivered 8 Weeks calendar days after receipt of Purchase Order and Notice to Proceed.

DESCRIBE WARRANTY (or attach)

4.10. \_\_\_\_\_

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

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

Authorized Representative (Sign by Hand):

Jason Watson Date: 2-12-2020

Print Name and Title of Authorized Representative:

Jason Watson                      Sales





5060 Arsenal Street | Saint Louis, Missouri 63139  
800-843-4563 | Fax 314-772-2311  
www.neumayerequipment.com



---

---

## Quotation and Contract Form

**Quote #** 20200231  
**Customer:** Boone County Joint  
Communications  
Robert Wilson  
2145 County Drive  
Columbia, MO 65202

**Account Representative:** Jason Watson

**Plan Date/Revision:** 2/4/2020  
**Project Contact:** Dave Dunford  
**Project Description:** Boone County Emergency Com. Center  
**Project Location:** 2145 E. County Drive  
Columbia, MO 65202

### SCOPE OF WORK

#### Install 2,000 Gallon Horizontal Double Wall Tank, UL Listed with Accessories

- 1 If required Neumayer will attempt to obtain necessary permits to complete the work covered in this quote. Cost of permits will be billed via change order.
  - 2 Customer is responsible for removing fuel from tank prior to arrival. Two drums have been added to the quote for any remaining fuel and/or debris. Drums will be left on site for proper disposal by owner.
  - 3 Disconnect existing supply and return product lines and electrical to existing tank. Remove all existing tank top hardware and sensors off of 1K gallon tank. Provide equipment to remove from building and load on to trailer for transport to Boone County Road and Bridge and off load at site. Re-install the existing tank top hardware back on 1K AST after transportation to site.
  - 4 Furnish and secure (1)- 2,000 gallon, UL listed, horizontal, double wall tank ( 65in. Dia. X 13 Ft.) equipped with tank top accessories already installed to minimize down time anchor tank to the existing 17' x 75" concrete pad.
  - 5 Reassemble the Interstitial sensor and existing electric conduit and conductors to new proposed AST.
  - 6 Assemble and bolt the end mount ladder with platform to the tank.
  - 7 Furnish and install 1in. black schedule #40 pipe with fittings to re-attach the existing supply and return lines to new tank. Provide 2in. Black pipe for the 2in. Normal vent to be 12 Ft. from existing grade.
  - 8 Furnish and coat new lines (Yellow in color)) to match original generator supply and return lines.
  - 9 Neumayer will be present and on site for the first fuel delivery from customers fuel supplier.
  - 10 Inspect the tank and lines for tightness, also inspect the interstitial area for any intrusion of product.
  - 11 Purge system and confirm that flow and fuel product is to customers standards.
  - 12 Test system with assistants of the customer to confirm all components are working to manufacturer specifications.
  - 13 Detail and clean all work area's
  - 14 Place system back into service.
- A. Plan to minimize back-up generator outage as the AST is switch from the existing 1000 to the 2000 gallon.  
(1)- (2) 55 gallon, clean containers will be on site with hand pump or other device to place fuel from them to the (2) existing 150 gallon days tanks if extra fuel is required for the generators as the project is performed. Neumayer will be on site as the customers fuel contractor removes product from the existing 1000 gallon AST and will place approximately 110 gallons in these containers.  
After the new 2000 gallon AST is installed and started up, the fuel will be transferred into new system.
- B. Pending when Po is received for the job estimated time for install is April 20, 2020 and project completion date is April 24, 2020.

**Quote #** 20200231  
**Customer:** Boone County Joint  
Communications

**Account Representative:** Jason Watson  
**Plan Date/Revision:** 2/4/2020

**NOTE SECTION**

- See material schedule attachment "A".
- Estimated taxes are included.
- All additions and deductions to the contract price will be via change order.
- Quotation does not include labor or materials for work that is not implicitly specified within this quotation.
- Quotation includes applicable freight.
- Products and Equipment not taken for delivery within thirty (30) days of completion will be invoiced for payment and stored for delivery. \*(Additional charges may apply for storage)
- Quotation excludes all associated materials and labor for forming, placing and finishing of concrete. Any additional resurfacing work will be invoiced in addition to the quoted total via change order.
- Due to the nature of this quotation and the equipment it incorporates, this quotation is valid for a period not to exceed thirty (30) calendar days from the quotation date. After thirty (30) calendar days have elapsed, this quotation shall be subject to our review prior to acceptance, and may be revised as required to meet the current market conditions.
- Equipment lead times will be confirmed at the time the order is placed.
- Approved Submittals are required prior to acceptance or ordering of equipment.
- Quotation does not include any environmental assessment, reporting, labor or remediation. ALL environmental work by others.
- All tanks shall be removed and disposed of in accordance with all applicable State and Local regulations and following the guidelines as set forth in the American Petroleum Institute (API) RECOMMENDED PRACTICE #1604.
- Quotation excludes any and all removal, handling or disposal of fluids and or water unless specified within this quotation.
- Quotation based on standard hour installation between 7:30 AM and 4:30 PM Mon-Fri. Installations after standard hours or on weekends or holidays will be invoiced in addition to the quoted total via change order.
- No Prevailing Wages are included in this project. It was noted that it was not required.

**TERMS**

**Balance Due Upon Completion**

**TOTAL** **\$14,931.40**

We submit this quotation of our interpretation of your requirements, subject to the terms and conditions included with this quotation. When accepted by the customer, this proposal will constitute a bona fide contract between Customer and Seller, subject to the approval of the Seller's credit manager. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, and are subject to change without notice after that date.

*Neumayer Equipment Company, Inc.*

*Boone County Joint Communications*

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

Approved By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

Customer: Boone County  
 Joint  
 Communicatio  
 ns  
 Project: Dave Dunford  
 Quote #: 20200231  
 Job #:

Attachment "A" - Material Schedule

QTY	SEQ#	PART#	MFG	DESCRIPTION	SELL EA	SELL EXT.
<b>Misc. Parts List</b>						
1	0	WEMAC	WEMAC	2,000 Gallon 65" dia. X 13' Doublewall Horizontal Tank on skids, UL with Fittings, Painted White.	\$7,762.50	\$7,762.50
2	0	WEMAC	WEMAC	6" Emergency Vent	\$0.00	\$0.00
1	0	WEMAC	WEMAC	2" Pressure Vac Vent	\$0.00	\$0.00
1	0	WEMAC	WEMAC	2" x 7' Galvanized Vent Pipe	\$0.00	\$0.00
1	0	WEMAC	WEMAC	3 1/2 Gallon Overfill Spill Container	\$0.00	\$0.00
1	0	WEMAC	WEMAC	64" Top Mount Gauge	\$0.00	\$0.00
1	0	WEMAC	WEMAC	64" Leak Gauge	\$0.00	\$0.00
1	0	WEMAC	WEMAC	End Mount Ladder with Platform	\$1,843.75	\$1,843.75
2	5646	DOT17H	CONTAINER	Open Top Drum 55 Gallon	\$47.19	\$94.38
1	0	NUWAY	NUWAY	Misc Anchor Material	\$31.25	\$31.25
1	0	20631	NSC	1" x 21' SCH40 Black Pipe	\$42.58	\$42.58
4	2536	DL55GAL	SONN SIGN	DRUMLABELS	\$1.56	\$6.25
21	1272	ST127OD	GRINNELL	2IN. X 21 FT SCHEDULE #40 PIPE	\$5.58	\$117.08
<b>Under Dispenser Piping and Accessories</b>						
1	6485	GE16	FEDERAL PROCESS	E-Seal One Pint	\$30.18	\$30.18
<b>Misc.</b>						
2	0	MISC	NEC	Misc. Steel Pipe-Fittings	\$93.75	\$187.50
1	0	MISC	NEC	Misc. Electrical Supplies	\$156.25	\$156.25
Materials:					\$10,271.70	
Subcontractors:					\$0.00	
Freight, Rentals and Other:					\$2,174.70	
Labor:					\$2,485.00	
Tax:					\$0.00	
<b>Quote Total:</b>					<b>\$14,931.40</b>	

## TERMS CONDITIONS

- A. The entire contract between Neumayer Equipment Company ("Seller") and Customer is embodied in this writing (the "Contract") and this writing constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Contract. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No Waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by an officer of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises and installation are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Sellers control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time shall not be of the essence of this Contract The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading. Delivery to Sellers plant for purposes of convenience, coordination, or price protection shall be considered "delivery" for billing purposes.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from the designated storage area will be at Customer's expense.
- F. Seller warrants, which warranty shall survive for a period of one (1) year from the date of completion of installation, only that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Sellers obligations and liability under the workmanlike warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment Neither party shall be liable for special, indirect, or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort, or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment The Customer shall make all claims for breach of warranty to the manufacturer offering such warranty, and in the manner specified by the manufacturer of the equipment with a copy Of the claim to the Seller. Seller agrees to perform all work in an orderly and workmanship like manner, conforming to all state and local codes, as required. Seller is not responsible for any new laws or regulations not now in effect. Labor, materials and equipment supplied by Seller shall be warranted as specified by the individual contractor, supplier or manufacturer.
- G. The work to be performed and the quotations therefore are based on normal soil conditions. In the event any underground structures, hazardous substances or conditions, cables, sewer, utility lines, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of the contract, the Seller shall not be held responsible and shall be indemnified and held harmless by Customer. Additional costs and liabilities (including attorneys fees) resulting shall be borne by the Customer.
1. In case of winter work, frost removal is not included in this proposal unless otherwise specified.
  2. Property lines and finished grades are to be established and verified' by the Customer.
- H. Customer will be responsible for filling all underground storage tanks with liquid ballast *immediately* upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will *not* float, the Seller shall be held harmless by Customer in the event a tank should float All expenses of equipment, labor, and materials to reinstall *tanks* shall be borne by Customer.
- I. Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- J. No provision is made in this Contract for special fees, permits, licenses or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements, structures, or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- K. Unless otherwise directed by Customer, if this Contract includes installation, it is a construction contract Whether itemized or not, a construction contract is an agreement between the Contractor and the Owner to improve, repair, replace, erect or alter real property. It is expressly agreed that title to and ownership of the materials included in construction contracts pass from the Contractor to the Owner upon permanent and complete installation as a fixture to realty. If otherwise directed by the Customer, this Contract will be a sale of tangible personal property which may or may not be installed, with title to and ownership of the materials included in the contract passing upon delivery, prior to installation, as tangible personal property. The construction contract will include a service charge or surcharge (S/C) to cover a portion of the non-itemized expenses incurred in the fulfillment of the contract. All taxable sales of tangible personal property will have the appropriate sales tax (S17) charged on the invoice.
- L. If this contract is for work to be performed in the States of Arkansas or Kansas or if this contract does not include installation or if it is a contract with a valid tax-exempt organization or if a valid resale certificate has been issued, it is a sale of tangible personal property and it is expressly agreed that title and ownership of the materials pass upon delivery, prior to installation.
- M. Seller reserves the right to charge the Customer one and one-half percent (1-112%) per month, on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorney's fees and all other costs of collection if its account is pieced in the hands of an attorney for collection.
- N. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made and specified in writing, signed by the parties.
- O. Indemnity Agreement - The Customer covenants to and hereby indemnifies and save harmless and exonerates the Seller of and from all liability, claims and demand for bodily injury, environmental contamination, and property damage arising out of the work undertaken by the Seller, its employees, agents, or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Customer, whether or not due in whole or in part to conditions acts or omissions done or permitted by the Seller or Customer, except for such liability as is covered by paragraph F above or be the Seller's workmen's compensation insurance.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered.
- Q. If this project includes the purchase of installation of underground storage tanks, Customer is REQUIRED by Federal Law to notify the appropriate government agency regarding the existence of these tanks. Contact your State environmental authority for exact reporting procedures.
- R. It Customer may cancel this contract after acceptance only under the following terms and conditions: (1) Any such cancellation must be in writing, and must be received by Seller five (5) business days prior to the date upon which work is to be begin. (2) Five percent (5%) of the total amount of the contract sum will be charged as a cancellation charge, payable within ten (10) days of the date upon which Seller identifies to Customer the exact cancellation charge amount (3) In addition to the cancellation charge, Customer is responsible for any restocking or similar charges imposed upon Seller by manufacturers or suppliers of the equipment ordered for this project No employee of the Seller has the authority to waive cancellation charges, which may only be waived in writing by the President of the Seller.
- S. Except to the extent of the applicability of the Mechanics' Liens Law of Illinois, this contract shall be enforced, governed and construed under the laws of the State of Missouri by and through courts of competent jurisdiction in Missouri.
- T. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

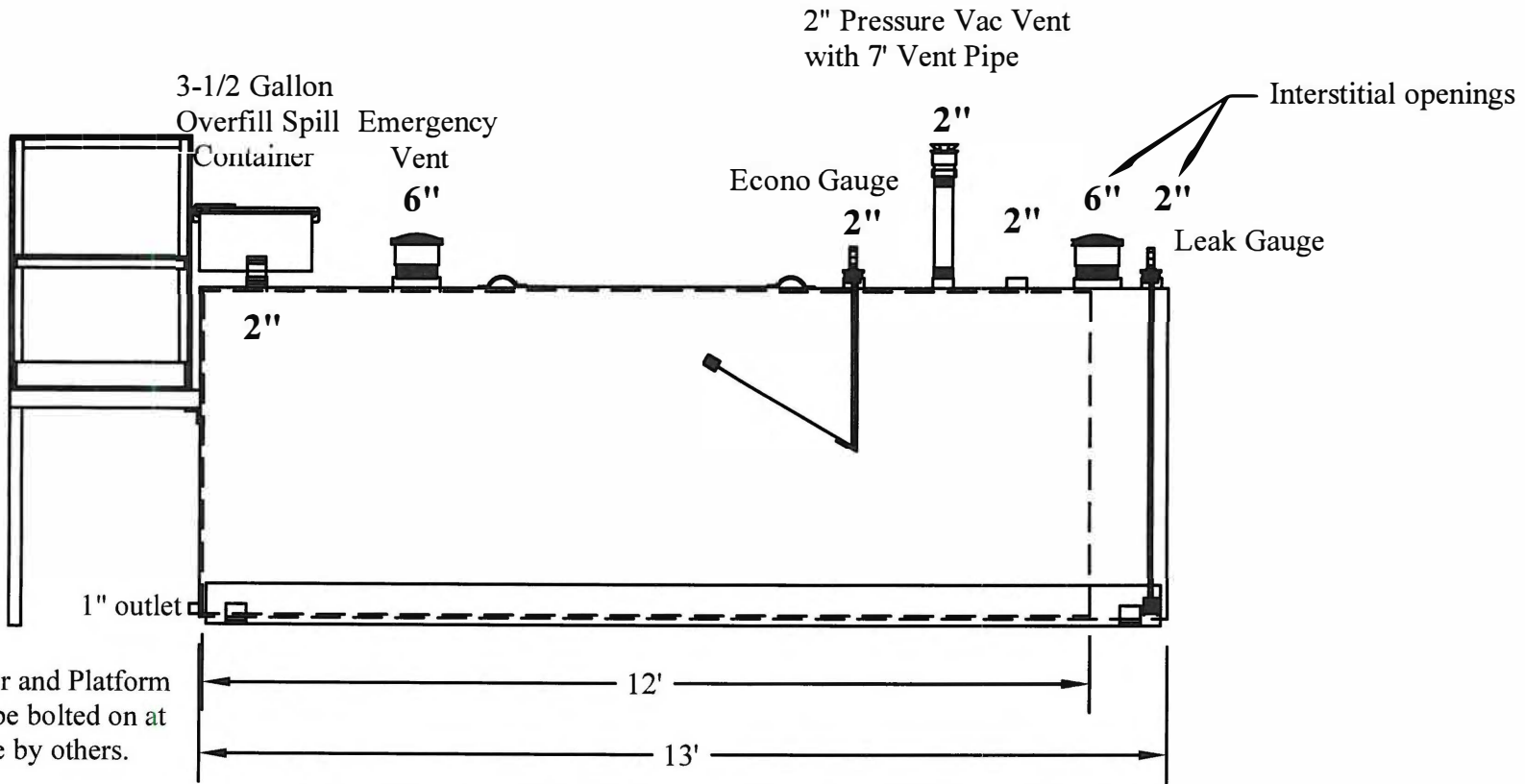
If the work is to be performed in Missouri, the following applies:

### NOTICE TO OWNER

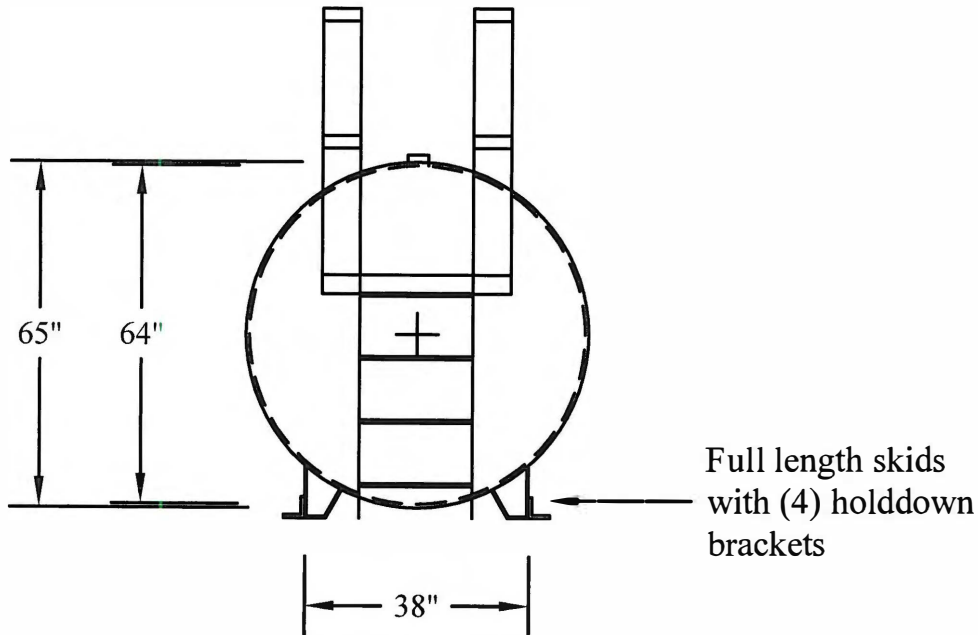
**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.**

If the work is to be performed in Illinois, the following applies:

**THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS**



Ladder and Platform must be bolted on at jobsite by others.



- \* UL 142 labeled
- \* Meets STI F921 spec.
- \* 7 gauge carbon steel - inner tank  
10 gauge carbon steel - outer tank
- \* Weight: 3,795 lbs.
- \* White enamel paint

**2,000 GALLON DOUBLE WALL TANK**

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

Drawing Number: \_\_\_\_\_

Customer: \_\_\_\_\_



1-800-444-3218



## **WE-MAC MANUFACTURING COMPANY**

**326 East 14th Avenue, P.O. Box 12378  
North Kansas City, Missouri 64116-0378**

**Phone: 816-221-1850  
Toll Free: 800-444-3218  
Fax: 816-221-4147  
[www.wemactanks.com](http://www.wemactanks.com)**

### **WE-MAC MANUFACTURING -- LIMITED WARRANTY**

In lieu of all other warranties, expressed or implied, including an implied warranty of merchantability or fitness for a particular purpose, and of any other obligation or liability on its part of any nature whatsoever, and it neither assumes or authorizes anyone to assume for it any obligation or liability. WE-MAC Manufacturing Company expressly guarantees products of its manufacture to be free from defects in material and workmanship, under normal use and service, notice and claim of which shall be received within one (1) year from delivery and its obligation under this guarantee is limited to the repair or replacement at its plant in Atchison, KS or at such other place as it may designate, of any product of its manufacture which, upon examination, shall disclose to WE-MAC Manufacturing Company's satisfaction to have been thus defective, and its obligation hereunder shall not render it liable for any other or consequential damages to buyer or at any other person.



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash Street, Room 110  
Columbia, MO 65201

**Robert Wilson, Buyer**

Phone: (573) 886-4393 – Fax: (573) 886-4390  
Email: [Rwilson@boonecountymo.org](mailto:Rwilson@boonecountymo.org)

**Bid Data**

Bid Number: **07-18FEB20**  
Commodity Title: **Above Ground Diesel Storage Tank**

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

**Bid Submission Address and Deadline**

Day / Date: **Tuesday, February 18, 2020**  
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201**

**Bid Opening Address and Deadline**

Day / Date: **Tuesday, February 18, 2020**  
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201**

**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
  - 2.0: **Primary Specifications**
  - 3.0: **Response Presentation and Review**
  - 4.0: **Response Form**
- Standard Terms and Conditions**  
**“No Bid” Response Form**

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

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



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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing and delivery of an **Above-Ground Diesel Storage Tank** for Boone County, Missouri, Office of Joint Communications.
- 2.2. **Delivery Terms:** Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award until the date of project completion.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
  - 2.5.1. The unit price for the item(s) identified on the Response Form shall remain fixed for the identified original contract period.
- 2.6. **GENERAL**
  - 2.6.1. These specifications describe the requirements for Contractor to replace an existing 1,000 gallon above ground Diesel fuel storage tank at the Boone County Emergency Communications Center, 2145 E. County Drive, Columbia, MO 65202. The existing storage tank is mounted on a 75" W x 17' L concrete pad inside a large heavy structural steel and concrete enclosure designed to protect the tank and two engine generators from storm damage. The enclosure has swinging doors for access and a permanent roof structure.
  - 2.6.2. The work by Contractor shall generally include the disconnection, final liquid draining, and removal of the existing 1,000-gallon tank and the provision, installation, and connection of a new 2,000-gallon storage tank onto the existing concrete pad.
  - 2.6.3. The existing fuel storage tank supplies two 150-gallon day tanks, each tank serving a 400kW engine generator inside the enclosure. All piping is running overhead, exposed, and not buried.
  - 2.6.4. County's fuel contractor will drain the 1,000-gallon storage tank immediately prior to Contractor starting the project.
  - 2.6.5. As part of removal, Contractor shall load, transport, deliver and off-load the existing 1,000-gallon tank to a Boone County Road and Bridge service yard in Ashland, MO.
  - 2.6.6. During handling of the existing tank, Contractor shall protect existing tank accessories and deliver tank with fittings and accessories intact. If fittings and accessories need to be removed for transport, Contractor shall reinstall them at the Ashland destination.
  - 2.6.7. Contractor shall deliver, off-load, install, and anchor new 2,000-gallon storage tank onto existing 75" x 17' concrete pad at site.
  - 2.6.8. Contractor shall mount and install all specified accessories to the new tank.
  - 2.6.9. Contractor shall reassemble and re-connect interstitial water sensor and all existing electronic controls and monitors to the new tank.
  - 2.6.10. Contractor shall furnish and install 1" black pipe and fittings to connect new storage tank to existing day tank system in same manner and configuration as existing storage tank. Installation practices shall conform to appropriate trade codes. Final piping installation shall be covered with protective coating to match existing installation.
  - 2.6.11. Contractor shall check the tank for leaks from interior to interstitial area and from interstitial area to tank exterior. Contractor shall be present and oversee the fuel filling of the new tank. Contractor shall bleed lines of air and verify the free flow of clean fuel to the two day tanks from the new storage tank.

## 2.7. **Material Specifications**

- 2.7.1. Furnish one (1) two-thousand (2,000) gallon nominal 65" diameter, 13' long double wall horizontal tank on mounting skids. Tank shall be of double wall design, UL approved and painted white. Tank shall be supplied with all new fittings and accessories as specified in this section:
- 2.7.2.       A. Two (2) emergency vents  
               B. Pressure vac vent  
               C. 2" diameter, nominal 7' long vertical vent pipe with protective cap.  
               D. Nominal 3.5 gallon overfill spill container  
               E. End-mount ladder and platform to access and service filler/overfill spill container  
               F. 64" top mount liquid level gauge  
               G. 64" top mount leak gauge
- 2.7.3. Additionally, Contractor shall have available onsite a suitable quantity of appropriate drums and/or barrels to collect and remove any residual fuel, contaminated fuel, or tank condensate to perform the specified removal and replacement work.

## 2.8. **Attachments**

Enclosure details showing structural enclosure and location of existing fuel tank, day tanks, and generators.

## 2.9. **Submittals**

The following items shall be submitted with the bid:

- A. Project pricing  
 B. Estimated project start and completion dates  
 C. Proposed project work sequence  
 D. Written plan to minimize backup generator outage  
 E. Detailed manufacturer spec sheets for tank and accessories proposed for the project

## 2.10. **GENERAL CONDITIONS**

- 2.10.1. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to 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 years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

## 2.11. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.11.1. **Invoices** - The County's Bid number should appear on the invoice.
- 2.11.2. **Billing and Payment** - Payment shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. An invoice should be submitted to Boone County Joint Communications for payment after project completion. The billing address is Boone County Joint Communications, 2145 County Drive, Columbia, MO 65202.

- 2.11.3. **BID CLARIFICATION** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson by email to:  
[rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org).
- 2.11.4. **DESIGNEE: Boone County Joint Communications**
- 2.11.5. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.12. **Warranty** - Attach detailed description of warranty or describe on Response Page.

**3. Response Presentation and Review**

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

**County of Boone**

**Purchasing Department**

**4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

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

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

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

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

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

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

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

4.7.1. ( ) Corporation

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

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

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

<b>4.8. PRICING</b>	<b><u>Unit Price</u></b>
4.8.1. <b>Base Bid:</b> Diesel Fuel Storage Tank as specified per section 2. Make / Model #: _____ _____	\$ _____

4.9. Tanks shall be delivered \_\_\_\_\_ calendar days after receipt of Purchase Order and Notice to Proceed.

DESCRIBE WARRANTY (or attach)

4.10. \_\_\_\_\_

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

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

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

Authorized Representative (Sign by Hand): \_\_\_\_\_

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

Print Name and Title of Authorized Representative:  
\_\_\_\_\_



## *Standard Terms and Conditions*

Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201  
Robert Wilson, Buyer  
Phone: (573) 886-4393 – Fax: (573) 886-4390

---

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

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





*“No Bid” Response Form*

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

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

---

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 07-18FEB20 – Above-Ground Diesel Storage Tank**

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

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

\_\_\_\_\_

\_\_\_\_\_

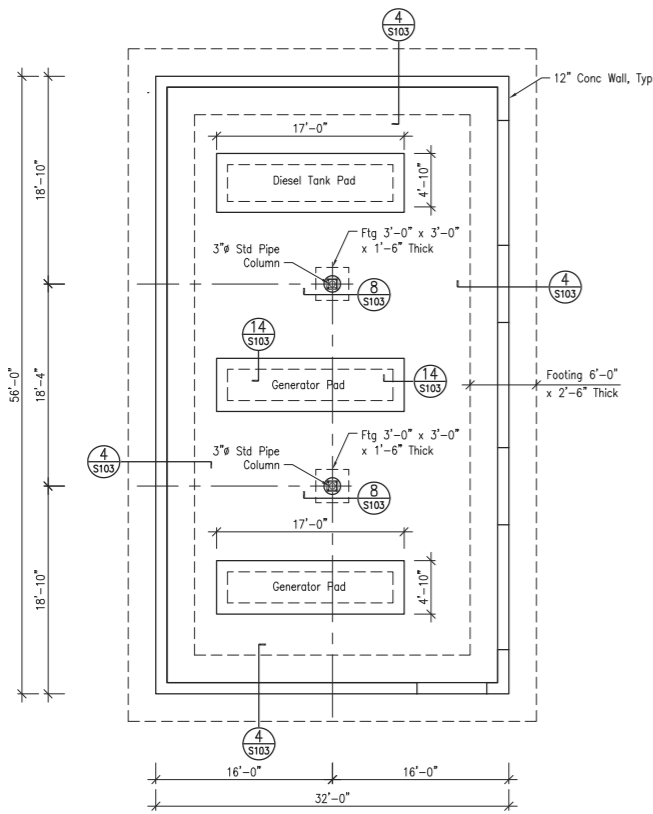
Telephone: \_\_\_\_\_

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

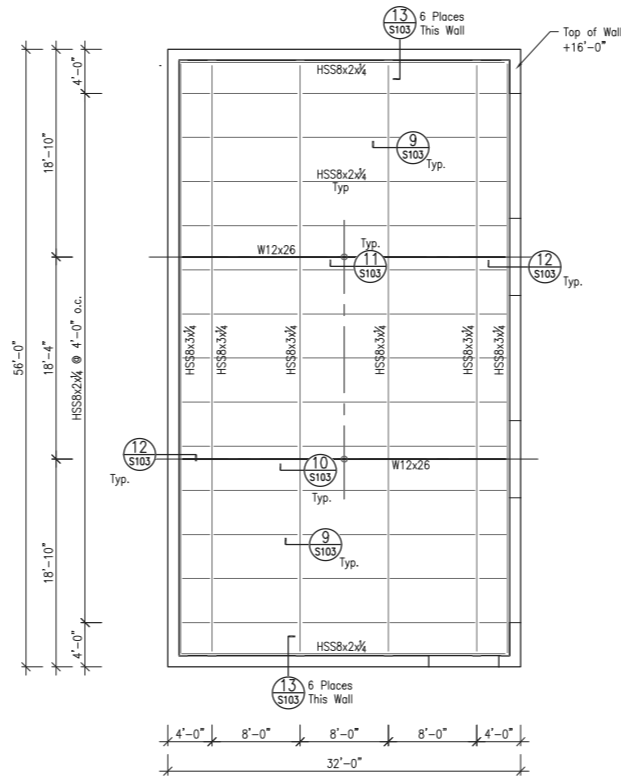
Date: \_\_\_\_\_

Reason(s) for not bidding:

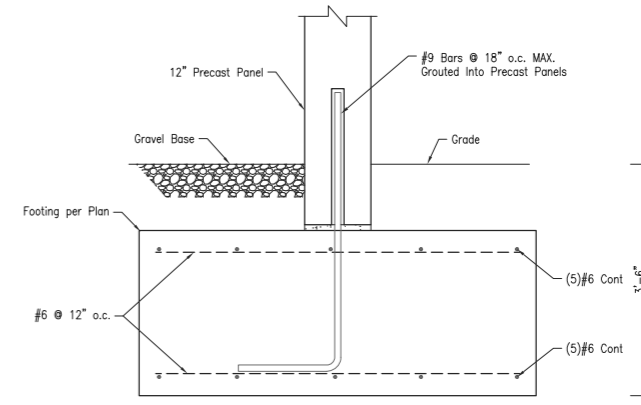
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



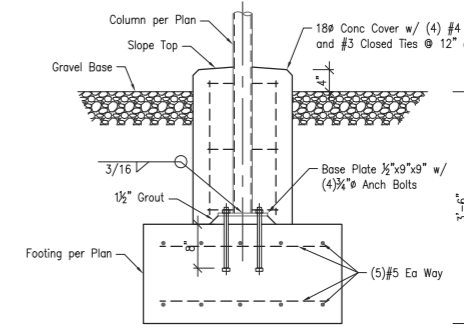
5 Generator Enclosure Foundation Plan  
1/8"=1'-0"



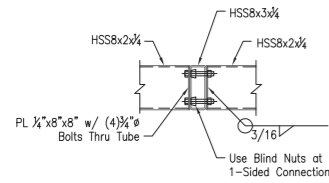
6 Generator Enclosure Roof Plan  
1/4"=1'-0"



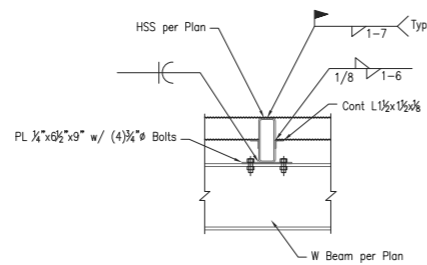
4 Generator Enclosure Footing Detail  
3/4"=1'-0"



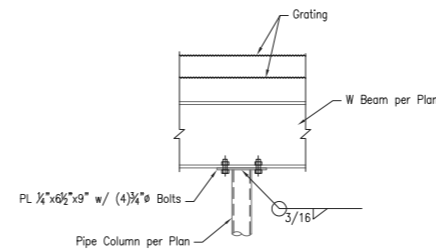
8 Generator Enclosure Column Footing Detail  
3/4"=1'-0"



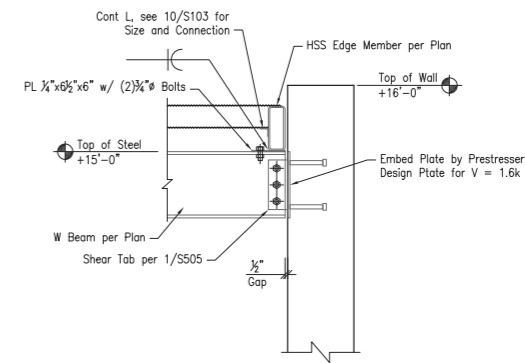
9 HSS to HSS Connection  
3/4"=1'-0"



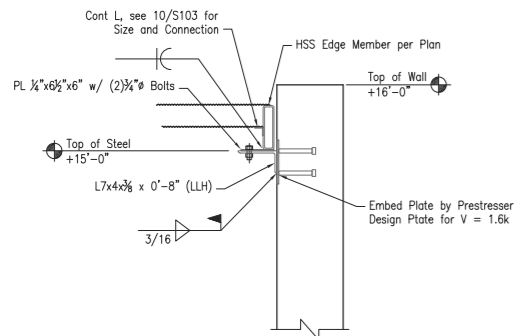
10 HSS to W Connection  
3/4"=1'-0"



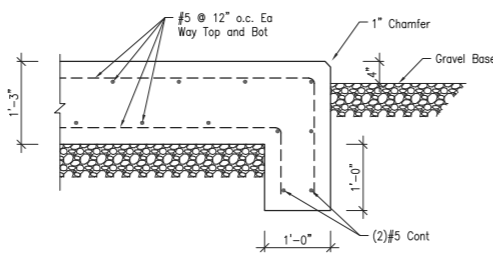
11 W to Column Connection  
3/4"=1'-0"



12 W to Wall Connection  
3/4"=1'-0"



13 HSS to Wall Connection  
3/4"=1'-0"



14 Generator / Fuel Tank Pad  
3/4"=1'-0"



Architects and Planners  
I.S.K. Reeves V, F.A.I.A.  
Ian A. Reeves, A.I.A.  
Kevin Raligan, A.I.A.

333 N. Knowles Ave.  
Winter Park, Florida 32789  
(407) 647-1706

Corporate Registration  
No. 2010003481

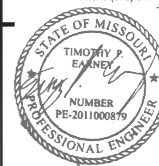
In Association With:

P W ARCHITECTS, INC  
ERIC MILLER AIA, CDT

15 South Tenth Street  
Columbia, Missouri 65201  
(573) 449-2683

THHinc  
Consulting Engineers

TRABUE, HANSEN & HINSHAW, INC.  
1901 Pennsylvania Dr.  
Columbia, MO 65202  
Phone (573) 814-1568  
Fax (573) 814-1564



7/20/14  
Timothy P. Earney MO PE-2011000879

BOONE COUNTY  
MISSOURI

911/JOINT COMMUNICATIONS  
FACILITY / EOC

BOONE, MO

100% CONSTRUCTION  
DOCUMENTS: PERMIT SET

Architect hereby expressly reserves his common law copyright and other property rights in these drawings. These drawings shall not be reproduced without written permission and consent of the architect, nor are they to be assigned to any party without first obtaining written permission and consent.

• revisions/addenda

Number	Description	Date Issued

• sheet title  
**GENERATOR ENCLOSURE PLANS AND DETAILS**

• scale: AS NOTED  
• drawn: MLF  
• checked: TPE  
• approved:  
• date: 10.20.2014

• project no. 916.13  
• sheet S103

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 10th day of March 2020

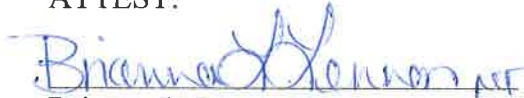
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract 59-31DEC19C – Mural for Bicentennial.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

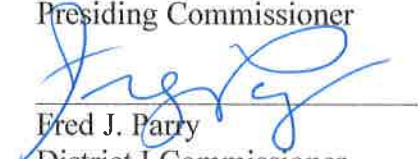
Done this 10th day of March 2020.

ATTEST:

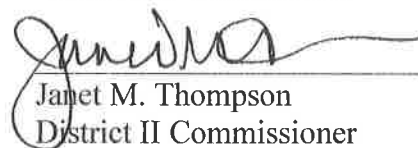
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: February 6, 2015  
RE: Amendment Number One – 59-31DEC19C - Mural for Bicentennial

Contract *59-31DEC19C - Mural for Bicentennial* was approved by commission for award to WildyWorld! LC of Columbia, Missouri on September 17, 2019. This amendment clarifies that Phase I & II were paid by Commissioner Janet Thompson and Phases III, IV and V will be paid by Boone County, Missouri.

Phases I & II previously paid by Commissioner Thompson were \$7,000. Phases III, IV and V are a total of \$8,300 and will be paid from department 1190 - non-departmental, account 84010 - receptions/meetings.

cc: Contract File

Commission Order: 117-2020

Date: 3/10/20

CONTRACT AMENDMENT NUMBER ONE
FOR
MURAL FOR BICENTENNIAL

The Agreement 59-31DEC19C dated the 17th day of September 2019 made by and between Boone County, Missouri and WildysWorld! LC for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. This amendment provides clarification that Phase I & II of the contract were previously paid by Commissioner Janet Thompson. Phases III, IV and V will be paid by Boone County, Missouri.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

WILDYSWORD! LC

BOONE COUNTY, MISSOURI

By: Stacy Self (DocuSigned by: 150B3BC3A104404...)

By: Boone County Commission

Title: artist/educator

Daniel K. Atwill (DocuSigned by: BA4B934CED6E4EB...), Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor (DocuSigned by: 58E0A0DD99AC445...)

Brianna L Lennon by MT (DocuSigned by: 7D82DA9868F6495...), 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: Jane S. Probst (DocuSigned by: F0D08ADB184244D...), Date: 3/3/2020, Appropriation Account: 1190-84010 - \$8,300.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

March

20 20

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 Sourcewell Cooperative Term and Supply Contract 081419-CDW by the Information Technology Department to purchase Technology Catalog Solutions from CDW Government, LLC of Vernon Hills, Illinois.

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

Done this 10th day of March 2020.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson, Buyer  
DATE: December 10, 2019  
RE: Cooperative Contract: 081419 – *CDW – Technology Catalog Solutions*

The Information Technology Department requests permission to utilize the Sourcewell cooperative term and supply contract 081419-*CDW* to purchase Technology Catalog Solutions from CDW Government LLC of Vernon Hills, Illinois.

This is an Information Technology Term and Supply contract. Invoices will be paid from multiple departments, account 91300 – Machinery and Equipment.

cc: Ryan Irish, IT  
Contract File

**PURCHASE AGREEMENT FOR  
TECHNOLOGY CATALOG SOLUTIONS  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 10th day of March 2020, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County," and **CDW Government LLC**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract to furnish Technology Catalog Solutions in compliance with all contract documents issued for the Sourcewell, formerly National Joint Power Alliance (NJPA) contract **081419-CDW** and Boone County Missouri 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 file if not attached. In the event of any conflict between any of the foregoing documents, this Purchase Agreement and Boone County - Missouri Standard Terms and Conditions shall prevail and control over the vendor's bid response.

**2. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Technology Catalog Solutions at the discounts detailed on the attached *Sourcewell Technology Catalog Agreement 081419-CDW* as needed and ordered by the County.

**3. Contract Duration** - This agreement shall commence on **the date written above and extend through October 30, 2023** subject to the provisions for termination specified below and may be extended by the County for one (1) additional one-year period.

**4. For Fixed Asset Tracking** – Send list of any equipment purchased from this contract, with their individual serial numbers to Boone County Information Technology, 801 E. Walnut, Room 220, Columbia, MO 65201 within thirty (30) days from date of purchase order.

**5. Delivery** - Vendor agrees to deliver equipment FOB Destination with freight charges prepaid and allowed (with freight included in the price) for shipments/packages less than 70 pounds. For orders that are larger than 70 pounds or call for express or overnight delivery, CDW-G pre-pays shipping costs and adds to invoice. Delivery shall be to Boone County Information Technology Department, 801 E. Walnut, Room 220, Columbia, MO 65201.

**6. Billing and Payment** - All billing shall be invoiced to Boone County Information Technology Department, 801 E. Walnut, Room 220, Columbia, MO 65201 and the order and billings may only include the prices at the discount structure and delivery pricing listed within. No fees or charges other than what was included in the quote may be charged. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice.

**7. 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.

**8. Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.



9. **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.

10. **Termination** - This agreement may be terminated by either party upon thirty days advance written notice.

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

**CDW GOVERNMENT LLC**

DocuSigned by:  
By Anup Sreedharan  
A74422FD3CE5461...  
Title Manager, Program Management

**BOONE COUNTY, MISSOURI**

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

**APPROVED AS TO FORM:**

DocuSigned by:  
Charly J. Offner  
County Counselor

**ATTEST:**

DocuSigned by:  
Brianna Lennon by MT  
County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by:  
Jane E. Pritchard by [Signature]  
Signature 3/3/2020 Date Information Technology Term & Supply Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone, Missouri will provide the Contractor notice of default. The Contractor shall have thirty (30) days from the date of receipt of such notice to remedy or cure any such default. However, if the default cannot be cured within thirty (30) days the County of Boone may procure the articles or services from other sources and hold the Contractor responsible for any reasonable 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. The County shall have thirty (30) days to return in accordance with the Contractors return policy.
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 have ten (10) days to review the audit results. The Contractor shall issue a refund check to the County for any over-charges within 30-days of having reviewed 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.

Category	Category Description	Brands	CDW-G Contract 081419- CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%



## **Solicitation Number: RFP#081419**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY.

1. *Product Warranty*: Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

2. *Services Warranty*: Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.

3. *Cloud Warranty*: Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

#### **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this



Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

## **12. AUDITS**

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

### **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **20. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 aggregate for Products-Completed operations  
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.



B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of certificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

## 25. THIRD PARTY CLOUD SERVICES

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

Members and the Cloud Service Provider (“Cloud Services Terms and Conditions”). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 11/9/2019 | 5:53 AM CST

**CDW Government LLC**

DocuSigned by:  
By: Robert F. Kirby  
7BE3F6B21781400...  
Robert F. Kirby  
Title: President  
Date: 11/21/2019 | 3:07 PM CST

Approved:  
DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/8/2019 | 3:33 PM CST

# RFP#081419 - Technology Catalog Solutions

---

## Vendor Details

Company Name: CDW Government LLC  
230 N. Milwaukee Ave  
Address: Vernon Hills, IL 60061  
Contact: John Moss  
Email: johnmos@cdw.com  
Phone: 312-547-2453  
HST#: 36-4230110

## Submission Details

Created On: Thursday June 27, 2019 08:11:44  
Submitted On: Tuesday August 13, 2019 13:11:20  
Submitted By: John Moss  
Email: johnmos@cdw.com  
Transaction #: 3bee9b55-c457-4fdb-b721-f488e24ba2bb  
Submitter's IP Address: 165.225.57.75

---

## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillsdale, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

### Company Information and Financial Strength

Line Item	Question	Response *



7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location.</p> <p>For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony.</p> <ul style="list-style-type: none"> <li>- It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products.</li> <li>- It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford.</li> <li>- It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle.</li> <li>- It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works.</li> <li>- It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography.</li> <li>- It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting.</li> <li>- It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding \$2B.</li> </ul> <p>From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group:</p> <p><b>Commitment to Diversity</b>  CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs.</p> <p>We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military &amp; Allies Resource Council networks.</p> <p><b>Community Involvement</b>  As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly \$700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than \$8.3 million.</p> <p>Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy.</p> <p><b>Environmental</b>  Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of</p>
---	---	--

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations::</p> <ul style="list-style-type: none"> <li>• Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies.</li> <li>• Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization.</li> <li>• Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications.</li> <li>• Services:       <ul style="list-style-type: none"> <li>o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions.</li> <li>o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data.</li> <li>o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed</li> <li>o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business.</li> <li>o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud.</li> <li>o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security.</li> </ul> </li> </ul> <p>With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions.</p> <p>But at CDW•G we know just offering solutions, services, and products doesn't answer the mail. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver:</p> <ul style="list-style-type: none"> <li>- Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products.</li> <li>- Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio.</li> <li>- Acquiring equipment only from manufacturer-authorized sources.</li> <li>- Selling only equipment that we are authorized to sell.</li> <li>- Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G.</li> <li>- Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased.</li> <li>- Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.</li> </ul>
---	---	--

9	<p>What are your company's expectations in the event of an award?</p>	<p>Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcwell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcwell/NJPA Technology Solutions proposal: \$350,000,000 Actual growth for 2018: \$550,000,000 For the next five years of this contract, we project the following revenue targets under a sole source award:</p> <p>2020: \$594,930,000 2021: \$624,680,000 2022: \$655,910,000 2023: \$688,710,000 2024: \$723,140,000</p> <p>Here are five big ideas on how CDW•G and Sourcwell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcwell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security.</p> <p>2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcwell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions.</p> <p>3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G &amp; Sourcwell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcwell organization and other valued Sourcwell vendors. As one of the longest-tenured Sourcwell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcwell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcwell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcwell, and in Sourcwell's recent transition from NJPA, connecting Sourcwell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcwell to achieve the following goals: a. Align Sourcwell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcwell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sheriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.</p>
10	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Sourcwell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcwell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data:</p> <ul style="list-style-type: none"> <li>• Current CDW corporate credit ratings are all stable:       <ul style="list-style-type: none"> <li>o Moody's: Ba2 o</li> <li>Standard and Poor's: BB+ o</li> <li>Moody's Outlook: Positive o</li> <li>S&amp;P Outlook: Stable</li> <li>o Our cash plus revolver availability (open agreements to borrow) is at \$1.2B as of June 30, 2019, demonstrating strong financial credit.</li> </ul> </li> <li>• Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR")</li> <li>• CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at \$16.2B We have also uploaded CDW's past three annual reports to provide Sourcwell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at <a href="https://investor.cdw.com/">https://investor.cdw.com/</a></li> </ul>

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately \$17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~\$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported \$1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a manufacturer or a reseller? Please provide your written authorization to act as a distributor/dealer for your sales and service force and with your dealer.	<p>a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place.</p> <p>Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: <a href="http://www.cdwg.com/brands">www.cdwg.com/brands</a> And please visit CDW Canada's website for a list of 1,000 authorized OEMs: <a href="http://www.cdw.ca/brands">www.cdw.ca/brands</a> Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions.</p> <p>Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence.</p> <p>We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position.</p> <p>b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries. Please visit our website for a video on how CDW•G services deliver innovation.</p>

		<p>www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafeteriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract.</p> <p>When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation.</p> <p>For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards:</p> <ul style="list-style-type: none"> <li>- ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers.</li> <li>- ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US.</li> <li>- ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology.</li> <li>- ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS).</li> <li>- ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area.</li> </ul> <p>HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing.</p> <p>SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council.</p> <p>Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.</p>

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Accessories Power, Cooling & Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers & Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing & Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video & Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS
----	--	---

**Industry Recognition & Marketplace Success**

Line Item	Question	Response *
-----------	----------	------------

18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner.</p> <p>Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019</p> <p>Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019</p> <p>Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women.</p> <p>Best for Vets Employer 2019 Military Times</p> <p>Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019</p> <p>Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality.</p> <p>Top 100 Solution Providers Computer Dealer News (CDN)</p> <p>Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list:</p> <ul style="list-style-type: none"> <li>- 100 Best Places to Work in Chicago</li> <li>- Best Places to Work in Connecticut</li> <li>- Top Companies to Work for in Arizona</li> <li>- Tampa Bay Business Journal Best Places to Work</li> <li>- Dallas Business Journal Best Places to Work</li> <li>- Forbes' America's Best Employers</li> <li>- Military Friendly Employer Award</li> <li>- Business Equality Network LGBTQ Business Equality Excellence Award</li> <li>- Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100</li> <li>- Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows:</li> <li>- Aruba Top Channel Partner Award</li> <li>- Citrix U.S. Public Sector Partner of the Year</li> <li>- Cisco Collaboration Partner of the Year</li> <li>- Dell President's Circle Award</li> <li>- HP Partner of the Year</li> <li>- HPE North America Network Service Provider (NSP) Partner of the Year Award</li> <li>- HPI largest partner in Direct Reseller Channel</li> <li>- IBM North America Top Strategic Business Partner Leadership Award</li> <li>- Intel North America Public Sector Partner of the Year</li> <li>- Lenovo's largest Global Direct Response Channel Partner</li> <li>- Microsoft Partner of the Year</li> <li>- Nutanix Global Partner of the Year</li> <li>- Sophos National Partner of the Year</li> <li>- VMware Partner Innovation Award</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds numerous state or cooperative purchasing contracts, including AEPA, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at <a href="http://www.cdwg.com/contracts">www.cdwg.com/contracts</a> .

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: \$142,600,688 2017: \$133,866,901 2016: \$142,939,903
----	--	---

### References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051
City of Chattanooga	Matthew McDarmont	423.643.6339
University of Colorado	Duane Tucker	303.764.3453
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708

### Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	\$23,575,763
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	\$18,026,658
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	\$17,731,256
Clarksville- Montgo County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	\$17,569,029
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	\$13,029,947

### Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *



25	Sales force.	<p>As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential.</p> <p>As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G's model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G's sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector:</p> <ul style="list-style-type: none"> <li>- Higher Education: ~200</li> <li>- K-12 Education: ~350</li> <li>- Healthcare: ~250</li> <li>- Federal Government: ~200</li> <li>- State and Local Government: ~225</li> </ul> <p>Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members' quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell's members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada's head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector:</p> <ul style="list-style-type: none"> <li>- Education: ~20</li> <li>- Government: ~20</li> <li>- Healthcare: ~15</li> </ul> <p>All of CDW•G and CDW Canada's salesforce are direct employees.</p> <p>Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G's business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members' CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints.</p>
26	Dealer network or other distribution methods.	CDW•G doesn't use dealers. We resell directly.

27	Service force.	<p>As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI Here's a further services coverage breakdown, by services area and resource type.</p> <ul style="list-style-type: none"> <li>- Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S.</li> <li>- Partner Services network resources across 32 cities in the U.S.</li> <li>- Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S.</li> <li>- Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas.</li> <li>- Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL.</li> <li>- Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of our Partner Network with whom we have collaborative, ongoing relationships.</li> </ul> <p>Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69.</p> <p>Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type.</p> <ul style="list-style-type: none"> <li>- Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax.</li> <li>- Aggregation Services and partner hosting center in Toronto</li> </ul>
----	----------------	--

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience.</p> <p>If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.</p> <p>As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at <a href="mailto:customerrelationsreturns@cdw.com">customerrelationsreturns@cdw.com</a>, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics.</p> <p>Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019.</p> <p>Overall Performance Account Manager – 91% Customer Service Staff – 90% Delivery Process – 91%</p> <p>But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories.

## Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity.</p> <p>CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract.</p> <p>1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members.</p> <p>2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at <a href="http://www.cdwg.com/Sourcewell">www.cdwg.com/Sourcewell</a>. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements.</p> <p>3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at <a href="http://www.cdwg.com/Sourcewell">www.cdwg.com/Sourcewell</a>.</p> <p>4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth.</p> <p>5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads.</p> <p>6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers.</p> <p>7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page.</p> <p>8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sherriff's Association and CDW•G promotional effort.</p> <p>9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness.</p> <p>10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly</p>

		<p>seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.</p>
33	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.</p>
34	<p>In your view, what is Sourcewell's role in public contracts, Sourcewell- awarded contract into your sales</p>	<p>Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.</p>

35	Are your products or services available through e-procurement system and how governme	<p>Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from \$30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment.</p> <p>As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here:  <a href="http://www.cdwg.com/Sourcewell">www.cdwg.com/Sourcewell</a></p> <p>Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer.</p> <p>Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk-through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&amp;A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process.</p> <p>As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.</p>
----	---	---

**Value-Added Attributes**

Line Item	Question	Response *
-----------	----------	------------

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality...there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments.</p> <p>CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre- purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries:  <a href="https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html">https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html</a></p> <p>For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredient Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: <a href="https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972">https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972</a>), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members.</p> <p>Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members:</p> <p>VR</p> <p>VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely.</p> <p>CDW Blueprint to Design™</p> <p>We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafeteriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more nearly 800 K-12 and Higher Education institutions sign up for the value-added service</p>

while delivering approximately 450 completed design packages for our customers.

#### Drones

Sourcwell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.

Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcwell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.

We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcwell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:

- 1,250 customers in a variety of industries
- Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
- Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Green
- The following are various other forums in which customers review CDW•G solutions and
- LinkedIn: <https://www.linkedin.com/company/cdw>
- Facebook: <https://www.facebook.com/CDWCorporation/>
- Spiceworks: <http://community.spiceworks.com/pages/CDW>
- Twitter: <https://twitter.com/CDWCorp>
- YouTube: <https://www.youtube.com/user/CDWPeopleWhoGetIT>

<https://www.youtube.com/user/CDWTEchvision>

- Reviews on CDW.com: [http://www.cdw.com/content/about/cdwreviews.aspx?cm\\_sp=Footer\\_-\\_HowWeDolt\\_-\\_Customer+Reviews](http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer_-_HowWeDolt_-_Customer+Reviews) As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.

For more information, please see our Additional Documentation uploads.



38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards.</p> <p>Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don't build the buildings we work in. But we do recognize our part in environmental responsibility and that is why we our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see "CDW•G Commitment to the Environment 2019" in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G's distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G's distribution centers located in Vernon Hills, IL, and North Las Vegas, NV. Sustainability at CDW Lighting &amp; Energy Management. Our offices and Distribution Centers are outfitted w waste power after hours.</p> <p>Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.</p> <p>Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health.</p> <p>Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our box e maximize the amount of product put into each box.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Sourcewell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcewell members. This allows us to be more objective about what's right for each Member's initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcewell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcewell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware.</p> <p>These are some of the programs we offer Sourcewell members:</p> <ul style="list-style-type: none"> <li>- NEC Program: <a href="https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html">https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html</a></li> <li>- Panasonic: <a href="http://panasonic.anythingit.com/">http://panasonic.anythingit.com/</a></li> <li>- ClearCube: <a href="https://www.clearcube.com/upgrade">https://www.clearcube.com/upgrade</a></li> <li>- PlanITROI: <a href="https://planitroi.com/">https://planitroi.com/</a></li> </ul>

40	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Sourcewell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcewell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two.</p> <p>CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcewell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications:</p> <ul style="list-style-type: none"> <li>- Minority Business Enterprise (MBE)</li> <li>- Women Business Enterprise (WBE)</li> <li>- Lesbian Gay Bisexual Transsexual Business (LGBT)</li> <li>- Veteran Business Enterprise (VBE)</li> <li>- Disability Business (USBLN)</li> <li>- Women Owned Small Business (WOSB)</li> <li>- Small Disadvantaged Business (SDB)</li> <li>- Veteran-Service Disabled Veteran</li> <li>- Small Business</li> </ul> <p>HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded \$2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers.</p> <p>CDW•G can offer Sourcewell members partnerships in one of two ways: The Tier I Program</p> <p>CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements.</p> <p>The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly.</p> <p>One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay &amp; Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.</p>
41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>When Sourcewell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcewell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a-half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team</p>

Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components—technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

#### E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over \$200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be generated by the eSports industry is expected to reach \$1.5 billion by 2018. CDW•G has extensive experience with gaming laptops and desktops, gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

#### K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		<p>created a K-12 specific Education Team made of former educators and experts.</p> <p>Collective Previous Experience</p> <ul style="list-style-type: none"> <li>- Chief Information Officer</li> <li>- Certified Project Management Professional</li> <li>- Google Certified Innovator and Trainers</li> <li>- Google Certified Level 1 &amp; 2 Educators</li> <li>- Google Apps Certified Administrator</li> <li>- Google Apps Certified Deployment Specialist</li> <li>- Teacher of the Year</li> <li>- Instructional Technologist</li> <li>- Learning Environment Advisor</li> <li>- Microsoft Innovative Educator Trainer</li> <li>- Microsoft Expert Educator</li> <li>- Classroom Teacher</li> <li>- District Superintendent</li> <li>- Developmental Reading Specialist</li> </ul> <p>Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between \$2,000-4,000.</p>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product &amp; Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more.</p> <p>Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%.</p> <p>Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.</p>

**Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
43	<p>Do your warranties cover all products, parts, and labor?</p>	<p>CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on <a href="http://www.cdwg.com">www.cdwg.com</a> or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.</p>

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance.</p> <p>Included in our portfolio:</p> <ul style="list-style-type: none"> <li>- Warranty extensions and upgrades</li> <li>- Post warranty support</li> <li>- Accidental damage protection</li> <li>- Maintenance Contracts</li> <li>- Post-sale technical support</li> <li>- Product and certification training</li> <li>- Onsite repair</li> <li>- Help desk services</li> </ul> <p>Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warrantied.</p>
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs.</p> <p>In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.</p>

48	What are your proposed exchange and return programs and policies?	<p>Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: <a href="https://webojects.cdw.com/webojects/docs/PDFs/Return_Policy.pdf">https://webojects.cdw.com/webojects/docs/PDFs/Return_Policy.pdf</a> For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at <a href="mailto:customerrelationsreturns@cdw.com">customerrelationsreturns@cdw.com</a> for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.</p>
49	Describe any service contract options for the items included in your proposal.	<p>In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following:</p> <ul style="list-style-type: none"> <li>- We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf.</li> <li>- We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution.</li> <li>- We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours).</li> <li>- We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners.</li> <li>- We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team.</li> <li>- We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.</li> </ul>

**Payment Terms and Financing Options**

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution</p> <p>Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at <a href="http://www.cdwg.com">www.cdwg.com</a>; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered.</p> <p>First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled.</p> <p>After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-</p>

		<p>located distribution centers that hold \$220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment.</p> <p>CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour:</p> <p><a href="https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html">https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html</a></p> <p>As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products.</p> <p>For orders using the Sourcwell contract's terms and conditions, the Sourcwell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcwell Member receives invoice detailing Sourcwell contract has been used and this leads into reporting.</p> <p>For managing the contract and providing quarterly sales reports, Sourcwell handles the post- award process. Other companies often leave contract management to the outside of the scope of the RFP erroneously being purchased through this contract. The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcwell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcwell to review any details and answer questions, as needed. Sourcwell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards.</p> <p>CDW•G will not be using a dealer network as part of our response.</p>
53	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?</p>	<p>Yes, Sourcwell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.</p>

**Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
-----------	----------	------------



54	Describe your pricing model (e.g., line-item discounts or product-categories materials (if applicable) in the document upload section of your response.	<p>To ensure Sourcewell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcewell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at <a href="http://www.cdwg.com">www.cdwg.com</a>. We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcewell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling &amp; Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers &amp; Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing &amp; Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video &amp; Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at <a href="http://www.cdwg.com">www.cdwg.com</a> as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost-savings Sourcewell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcewell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for \$699 and the one bought just yesterday suddenly drops in value from \$399 to \$99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point:</p> <p>Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly.</p> <p>Sales Data Our sales systems show ordering trends by product, indicating slow evaluate our prices.</p> <p>Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis.</p> <p>Competitive Price Analysis Sourcewell can trust that contract pricing is competitive with other large-scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcewell to consider as part of this offer can be found at <a href="http://www.cdwg.com/sourcewell">www.cdwg.com/sourcewell</a>.</p> <p>Additionally, we have provided sales for Sourcewell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>CDW•G: 0% to 13% Discount off Advertised Price  CDW Canada: 0% to 7.75% Discount off Advertised Price</p>

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sourcwell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcwell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcwell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of-quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcwell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five-hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcwell, who ensure that Sourcwell members receive all program benefits.</p>
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcwell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcwell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcwell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcwell members' experience is streamlined and services can begin in a timely manner.</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All costs to serve Sourcwell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never 'tacked on' after purchase.</p>
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost \$10 and the 2-day air option costs \$25, then the Member is asked to pay \$15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the 'free ground' consideration.</p>

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck.</p> <p>For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation. CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments.</p>
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down.</p> <p>As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business.</p>

**Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

**Audit and Administrative Fee**

Line Item	Question	Response *
-----------	----------	------------

63	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</p>	<p>With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement.</p> <p>After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership.</p> <p>The next element of CDW•G's compliance process is a defined self-audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at <a href="https://www.sourcewell-mn.gov/member-lookup">https://www.sourcewell-mn.gov/member-lookup</a> or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech.</p> <p>Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:</p> <ul style="list-style-type: none"> <li>- Customer access to contract</li> <li>- Contract pricing</li> <li>- Contract shipping commitments</li> <li>- Contract fee compliance</li> </ul> <p>The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDW•G reported \$187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules.</p> <p>Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there.</p> <p>This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options.</p> <p>After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.</p>
----	---	--

64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>CDW•G is proposing the same general administrative fee which led to more than \$2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcwell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcwell member needs we propose these fees:</p> <ul style="list-style-type: none"> <li>- Software: 0.25%</li> <li>- Chromebooks: 0.00%</li> <li>- Google Chrome Management SaaS: 0.25%</li> <li>- Amazon Web Services: 0.25%</li> </ul> <p>To best serve Sourcwell's growth, we propose 1.50% for select product categories in our offer, to best meet Sourcwell's needs:</p> <ul style="list-style-type: none"> <li>- Desktop Computers: 1.00%</li> <li>- Notebook/Mobile Devices: 1.00%</li> <li>- Chromebooks: 0.00%</li> <li>- Google Chrome Management SaaS: 0.00%</li> <li>- Amazon Web Services: 0.00%</li> <li>- Microsoft Azure: 0.00%</li> <li>- Apple: 1.00%</li> </ul> <p>We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcwell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcwell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcwell because of its unique advantages: member focus, flexibility, and fair administration fees.</p>
----	--	---

### Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Sourcwell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following:</p> <ul style="list-style-type: none"> <li>- Customer Utilization ("spend" - breaking down by segment: State &amp; Local Government, K-12 Education, Higher Education, Federal Government)</li> <li>- Technology Category penetration</li> <li>- New members brought into contract</li> <li>- # of opportunities</li> <li>- Customer Satisfaction survey responses</li> <li>- Repeat customers</li> <li>- Customer % that grows</li> </ul> <p>As Sourcwell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcwell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.</p>
66	Describe your capability to report Sourcwell member eco-labels	<p>For Sourcwell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcwell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcwell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcwell members have further specific requests, such as category breakouts in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcwell members understand and meet green initiatives. Our sales force will guide Sourcwell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.</p>

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering competing brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	<p>Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is currently an Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship.</p> <ul style="list-style-type: none"> <li>- Apple's Largest Corporate Channel Partner in the US</li> <li>- Apple's only reseller with the designation Premium Corporate Reseller We are an Authorized Reseller for mobile device management, carrier activations, and application development.</li> </ul> <p>Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW's expertise across multiple technologies.</p> <ul style="list-style-type: none"> <li>- In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification.</li> <li>- At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards.</li> </ul> <p>Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, an exemplary commitment to Dell EMC.</p> <ul style="list-style-type: none"> <li>- CDW is Dell's #1 Partner Worldwide.</li> <li>- CDW is the only channel partner that stocks Dell EMC hardware.</li> <li>- CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner</li> </ul> <p>CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Business Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert</p>

guidance and support. Lenovo

- Largest Global Partner

CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:

- CSP – Cloud Solution Provider

- Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:

- Reseller of Microsoft Cloud Solutions

- Office 365 customers deployed

- U.S. Partner in Azure

- Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.

CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:

- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)

- ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)

- ~650 Cisco Certified Associates (CCNA/CCDA)

- ~700 Cisco Certified Sales Experts  
Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.

Dell EMC. We have the following certified Dell-EMC engineers at CDW•G

- ~40 EMC certified technology architects

- ~10 Dell EMC Enterprise technical pre-sales specialists

- ~10 Dell EMC client solution specialists

- ~10 EMC certified cloud architects

- 1 EMC certified data scientist

- ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status. CDW has more than 10x the required number with 63 CCIEs in our company.

Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.

- Certification: American Society for Quality - Certified Six Sigma Green Belt

- Certification: CCIE

- Certification: CCNP/CCDP

- Certification: Certified ScrumMaster {CSM}

- Certification: Cisco Telepresence PM Certification

- Certification: CISSP

- Certification: CSM

- Certification: CSM {Certified Scrum Master}

- Certification: ITIL Foundation

- Certification: ITIL Foundation

- Certification: ITIL Foundation

		<ul style="list-style-type: none"> <li>- Certification: ITIL Foundation, MBA</li> <li>- Certification: ITIL Practitioner</li> <li>- Certification: ITIL Service Operation</li> <li>- Certification: Lean Six Sigma Black Belt</li> <li>- Certification: Master Certificate in Project Management</li> <li>- Certification: Master of Science in Project Management</li> <li>- Certification: MBA</li> <li>- Certification: MCSE</li> <li>- Certification: PMI CAPM</li> <li>- Certification: PMI PgMP</li> <li>- Certification: PMI PMP</li> <li>- Certification: PMI-RMP</li> <li>- Certification: Project +</li> <li>- Certification: Six Sigma Yellow Belt</li> <li>- Certification: Six Sigma Black Belt</li> <li>- Certification: Six Sigma DMAIC Green Belt</li> </ul>
70	Summarize your current approach to serving Sourcewell (not-for-profit) and plans to grow utilization of your services.	<p>Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as <a href="http://www.EdTechMagazine.com">www.EdTechMagazine.com</a> to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront.</p> <p>We intend to continue our sales team segmentation approach to serving Members because it works us closer to the customer, increases understanding of their unique challenges and amplifies our value. Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself.</p> <p>Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.



## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- [WMBE/MBE/SBE or Related Certificates](#) - WMBEMBSBE or Related Certificates\_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- [Warranty Information](#) - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- [Pricing](#) - Pricing.zip - Tuesday August 13, 2019 10:00:57
- [Supplemental Pricing Documentation \(if needed\)](#) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- [Additional Document](#) - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.  
- Robert Kirby, President, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 10th day of March 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the MoDOT Cooperative Contract 60520CO0242 Snow/Tow Plows and Parts by the Road & Bridge Department to purchase two (2) Henderson RSP 10'X42" Snow Plows from Henderson Products, Inc., as well as the disposal of one (1) 2004 Henke 36R10 Snow Plow, fixed asset tag 14784 and one (1) 2010 Henke 36R10 Snow Plow, fixed asset tag 17507 by sale.

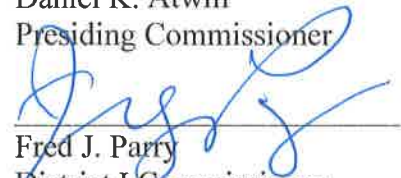
The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal Forms.

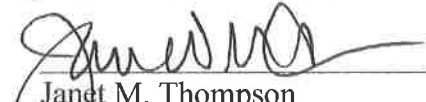
Done this 10th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: February 26, 2020  
RE: Cooperative Contract: MODOT Contract #60520CO0242 – Snow/Tow  
Plows and Parts

Road & Bridge requests permission to utilize the MODOT cooperative contract *60520CO0242 Snow/Tow Plows and Parts* to purchase two (2) Henderson RSP 10'x42" Snow Plows from Henderson Products, Inc.

Cost of the purchase is \$16,884.00 and will be paid from department 2040 – PW Maintenance Operations and account 92300 – Replacement Equipment.

This is a replacement purchase and the 2020 budgeted amount was \$16,500.00. Budgeted sale value is \$500.00, yielding a net cost of \$16,000.00.

The contract price is \$16,884.00 less the sale price of \$500.00 yielding a net cost of \$16,384.00

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

2004 Henke 36R10 Snow Plow  
**Fixed asset tag 14784**

2010 Henke 36R10 Snow Plow  
**Fixed asset tag 17507**

cc: Greg Edington, RB  
Contract File

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

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

**RECEIVED**

**FEB 27 2020**

Date: 01/10/2020

Fixed Asset Tag Number: 17507

Description of Asset: 2010 Henke 36R10 10' Snow Plow

BOONE COUNTY AUDITOR

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

Other Information (Serial number, etc.): SN: 6854

Condition of Asset: Fair

Reason for Disposition: Planned replacement in FY 2020.

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

Was asset purchased with grant funding?     YES     NO

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

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

Dept Number & Name: 2040 Road & Bridge

Signature \_\_\_\_\_

**To be Completed by: AUDITOR**

Original Acquisition Date 10/1/10

G/L Account for Proceeds 2040-3836 Na

Original Acquisition Amount \$1.00

Original Funding Source 2741

Account Group 1604

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

Approved Disposal Method:

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

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

Individual \_\_\_\_\_

\_\_\_\_ Trade                      \_\_\_\_ Auction                      \_\_\_\_ Sealed Bids

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

Commission Order Number 119-2020

Date Approved 3-16-2020

Signature \_\_\_\_\_

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 01/10/2020

Fixed Asset Tag Number: 14784

FEB 27 2020

Description of Asset: 2004 Henke 36R10 10' Snow Plow

BOONE COUNTY AUDITOR

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

Other Information (Serial number, etc.): SN: 8082

Condition of Asset: Fair

Reason for Disposition: Planned replacement in FY 2020.

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

Was asset purchased with grant funding?  YES  NO

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

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

Dept Number & Name: 2040 Road & Bridge

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 12/21/04

G/L Account for Proceeds 2040-3836 Na

Original Acquisition Amount \$4,891.67

Original Funding Source 2741

Account Group 1604

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

Approved Disposal Method:

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

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

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

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

Commission Order Number 119-2020

Date Approved 3.10.2020

Signature 

**PURCHASE AGREEMENT  
FOR  
HENDERSON SNOW PLOWS**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of March 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Henderson Products, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Snowplows in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **60520CO0242** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 60520CO0242 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) Henderson RSP 10'x42" Snowplows as follows:

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>
<b>Henderson RSP PARA - 12x42"</b>	\$11,378.00	2	\$22,756.00
<ul style="list-style-type: none"> <li>• <i>Standard Circle Frame with Top Mount Cylinders</i></li> <li>• <i>42" Height, integral shield, 10 GA GR50 steel</i></li> <li>• <i>3" x 1 1/2" x 10" reversing nitrided cylinders</i></li> <li>• <i>Five position adjustable trip spring preload</i></li> <li>• <i>30.5" center to center quick hitch width</i></li> </ul>			
<b>10'x42" Full Moldboard Trip with Quick Hitch ILO MODOT Hitch Less Cutting Edge</b>	- \$2,936.00	2	- \$5,872.00
<b>TOTAL</b>			<b>\$16,884.00</b>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90-150 days after receipt of order. Delivery shall be FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery address shall be: Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

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

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

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

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

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

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

**HENDERSON PRODUCTS, INC.**

DocuSigned by:  
 By Tim Bruemmer  
 B7B976AE04034B2...  
 Title Regional Sales Representative

**BOONE COUNTY, MISSOURI**

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

**APPROVED AS TO FORM:**

DocuSigned by:  
Charly J. DeHance  
 County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L Lennon by MT  
 County Clerk

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

DocuSigned by: <u>Gene E. Probst</u> Signature	2/27/2020 Date	2040 – 92300 - \$16,884.00 Appropriation Account
--	-------------------	---



## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

a particular bid should be directed to the Purchasing Department prior to bid opening.

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



# HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET  
MANCHESTER, IA 52057-0040  
PHONE: 563-927-2828  
FAX: 563-927-6328

## CUSTOMER QUOTE

Page 1  
Quote #133369  
Rev #20

To: Boone County Public Works  
Attn: Greg Eddington  
Quote Date: 1/15/2020  
Valid Until: 2/14/2020

Quoted By: Timothy Bruemmer  
Phone:  
Cell: 573-590-1467  
Fax:  
Email: tbruemmer@hendersonproducts.com

Quoted:  
Boone County 2 RSP Snow Plows Delivered

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### Reversible snow plow

Plow Length: **10' length**  
Moldboard Trip: **Full trip with 2 external compression springs**  
Pushframe Type: **Standard Circle Frame with Top Mount Cylinders**  
Moldboard Height: **42" height**  
Moldboard Shield: **Integral shield**  
Moldboard Sheet Material: **10 GA GR50 steel (standard)**  
Adjustable Trip Spring: **Five position adjustable trip spring preload**  
Hydraulic Cylinders: **3" x 1 1/2" x 10" reversing nitrided cylinders**  
Paint: **Henderson Orange**  
12" Rubber Deflector: **Yes, w/ SS Backer**  
Install Rubber Deflector: **Yes**  
36" Plastic Side Markers, Pair: **Yes**  
Parking Jack, Screw Adjustable: **Yes**  
Install Parking Jack: **Yes**  
Cutting Edge: **Std 5/8" x 8" One Piece AASHTO punch**  
Hitch, Plow Portion: **Quick hitch**  
Plow portion hitch width: **30.5"**  
Plow Portion Installed on Plow: **Yes**  
Hitch, Truck Portion: **See HPH or HCH for Truck portion hitch**  
Custom Option Fields: **Note Custom Details Below**  
Option 1 Description: **Deduct Cutting Edge**  
Option 2 Description:  
Option 3 Description:  
Option 4 Description:  
Option 5 Description:  
Option 6 Description:

### Installation Workup

Facility: **CASH AND CARRY**  
C&C Facility: **IDC-MO**  
Chassis Options 1: **Freight to Boone County Public Works**





# HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET  
MANCHESTER, IA 52057-0040

PHONE: 563-927-2828

FAX: 563-927-6328

## CUSTOMER QUOTE

Page 2

Quote #133369

Rev #20

Single Package: \$8,442.00

Package(s) : 2

Total: \$16,884.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to [finance@hendersonproducts.com](mailto:finance@hendersonproducts.com).

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

Quote notes:

MODOT CONTRACT # 3-1509630RW Henderson RSP PARA-12X42"

Delivered Price \$11,378 each

Boone County Henderson RSP 10FT X42" Full Moldboard Trip With Quick Hitch ILO MODOT Hitch less Cutting Edge Deduct \$2,936 each

Price Includes Delivery to  
Boone County Public Works  
5551 Highway 63 South  
Columbia MO 65201



**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*  
*Bid Tab Posting Date: October 8, 2015*

**3rd Renewal Pricing - October 1, 2018 thru July 31, 2019**

3	Amount	Make/Model	Delivery Days ARO
<b>Item #1</b>	<b>Manufacturer's standard model Parallel Lift/Down Pressure Front Snowplow w/Trip Edge</b>		
<b>Henderson Products</b>	\$12,504.00 Installed	Henderson RSP-PARA-12X42	120-180
	\$11,378.00 Delivered		90-150
	\$11,655.00 Installed	Henderson RSP-PARA-14X42	120-180
	\$10,605.00 Delivered		90-150

<b>Viking-Cives Midwest</b>			
	\$14,460.00 Installed	Viking PR28R12 TE PL	120
	\$14,330.00 Delivered		120
	\$15,120.00 Installed	Viking PR28R14 TE PL	120
	\$14,950.00 Delivered		120

**Item #1A Hitch for Item #1**

<b>Henderson Products</b>	\$3,300.00 Installed		120-180
	\$1,392.00 Delivered		90-150

<b>Viking-Cives Midwest</b>	\$2,385.00 Installed		75
	\$1,850.00 Delivered		75

**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*

*Bid Tab Posting Date: October 8, 2015*

**3rd Renewal Pricing - October 1, 2018 thru July 31, 2019**

<b>Company</b>	<b>Amount</b>	<b>Make/Model</b>	<b>Delivery Days ARO</b>
----------------	---------------	-------------------	--------------------------

<b>Item 2</b>	<b>Conventional Front Snowplow w/Two Stage</b>		
<b>Viking-Cives Midwest</b>	\$14,395.00 Installed	Viking PR28R12 TE ST	12'
	\$14,280.00 Delivered		75
	\$15,430.00 Installed	Viking PR28R14 TE ST	14'
	\$15,315.00 Delivered		75
	\$14,620.00 Installed	Viking PR39R12 TE ST	12'
	\$14,500.00 Delivered		75
	\$15,780.00 Installed	Viking PR39R14 TE ST	14'
	\$15,650.00 Delivered		75

<b>Item 3</b>	<b>Conventional Front Snowplow w/Scarifier and Squeegee</b>		
<b>Henderson Products</b>	\$17,210.00 Installed	Henderson RSP-SQUEEGEE-12X48	12'
	\$14,699.00 Delivered		120-180
			90-150

<b>Item 4</b>	<b>Rear Mount Wing Plow</b>		
<b>Viking-Cives Midwest</b>	\$15,115.00 Installed***	Viking VCMAHWRM 10, 11, 12	LH
	\$14,960.00 Installed***		RH
	\$14,000.00 Delivered	Viking VCMAHWRM 10, 11, 12	LH
	\$13,890.00 Delivered		RH
	***Deduct \$2,100 if valves and controls are already available		
<b>Henderson Products</b>	\$22,845.00 Installed	Henderson-HWS-Rear-MM-11foot	LH
	\$22,845.00 Installed		RH
	\$8,299.00 Delivered	Henderson-HWS-Rear-MM-11foot	LH
	\$8,299.00 Delivered		RH

**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*  
*Bid Tab Posting Date: October 8, 2015*

**3rd Renewal Pricing - October 1, 2018 thru July 31, 2019**

<b>Company</b>	<b>Amount</b>	<b>Make/Model</b>	<b>Delivery Days ARO</b>
<b>Item 5 Underbody Scraper w/Spring-Tooth Cutting Edge</b>			
<i>Viking-Cives Midwest</i>	\$14,560.00 Installed	Viking PRUBST-10	75
	\$12,780.00 Delivered		75
<i>Henderson Products - Bid item does not meet spec</i>			

<b>Item 6 Fixed Angle Spring Tooth Underbody</b>			
<i>Viking-Cives Midwest</i>	\$9,560.00 Installed	VCL UB11 FL	75
	\$9,000.00 Delivered		75
<i>Henderson Products - Bid item does not meet spec</i>			

<b>Item 7 Folding V Plow with Push Frame and Swivel</b>			
<i>Viking-Cives Midwest</i>			

<b>Item 8 Folding V Plow with Parallel Lift</b>			
<i>Viking-Cives Midwest</i>			

**Snowplows**  
**RFB 3-150930RW**  
**Multiple Award Bid**

*Bid Opening Date: September 30, 2015*  
*Bid Tab Posting Date: October 8, 2015*

**3rd Renewal Pricing - October 1, 2018 thru July 31, 2019**

<b>Company</b>	<b>Amount</b>	<b>Make/Model</b>	<b>Delivery Days ARO</b>
<b>Item 9</b>	<b>Manufacturer's Standard Model Postless Mid-Mount Wing</b>		
<b>Viking-Cives Midwest</b>	\$16,335.00 Installed	Henke PPW-10, 11, 12 MM RL HT	LH 120
	\$14,680.00 Installed		RH 120
	\$16,335.00 Delivered	Henke PPW-10, 11, 12 MM RL HT	LH 120
	\$14,680.00 Delivered		RH 120
<b>Henderson Products</b>	\$22,535.00 Installed	Henderson-HWS-SmartLink-MM-10ft	LH 120-180
	\$22,535.00 Installed		RH 120-180
	\$8,018.00 Delivered	Henderson-HWS-SmartLink-MM-10ft	LH 90-150
	\$8,018.00 Delivered		RH 90-150



**Vendor Info for RFB 3-150930RW - Snowplows**

<b>Company</b>	<b>MSRP</b>	<b>COOP</b>
<b>Henderson Products, Inc.</b> 1085 South 3rd Street PO Box 40 Manchester, IA 52057  Contact: Janet Tobin 563-927-2828 - Phone 563-927-2521 - Fax <a href="mailto:jtobin@hendersonproducts.com">jtobin@hendersonproducts.com</a>		YES

---

<b>Viking-Cives Midwest, Inc.</b> PO Box 295 Morley, MO 63767  Contact: Si Lauren Murphy 573-262-3545 573-262-3369 <a href="mailto:lmurphy@vikingcivesmidwest.com">lmurphy@vikingcivesmidwest.com</a>	20%	YES
--	-----	-----

Bid Opening Date: September 30, 2015

Bid Tab Posting Date: October 8, 2015

**IFB605CO20000230 Snow Plow & Tow Plow Pricing - October 1, 2019 thru September 30, 2020****Percent MSRP is 0% for both companies. Catalog prices are as listed.**

<i>Company</i>	<i>Amount</i>	<i>Make/Model</i>	<i>Delivery Days ARO</i>
<b>Parallel Lift/Down Pressure Front Snowplow w/Trip Edge</b>			
<b>Henderson Products</b>	\$12,929.00 Installed	Henderson RSP-PARA-12X42	12'
	\$11,764.00 Delivered		90-150
	\$13,496.00 Installed	Henderson RSP-PARA-14X42	14'
	\$12,281.00 Delivered		90-150
<b>Add 30 Days to all Installed Units for Henderson</b>			
<b>Viking-Cives Midwest</b>	\$15,910.00 Installed	Viking PR28R12 TE PL	12'
	\$15,765.00 Delivered		120
	\$16,635.00 Installed	Viking PR28R14 TE PL	14'
	\$16,445.00 Delivered		120
<b>Hitch for Parallel Lift/Down Pressure Front Snowplow w/Trip Edge</b>			
<b>Henderson Products</b>	\$3,411.00 Installed		90-150
	\$1,439.00 Delivered		90-150
<b>Viking-Cives Midwest</b>	\$2,625.00 Installed		75
	\$2,035.00 Delivered		75

**IFB605CO20000230 Snow Plow & Tow Plow Pricing - October 1, 2019 thru September 30, 2020**

<i>Company</i>	<i>Amount</i>	<i>Make/Model</i>	<i>Delivery Days ARO</i>
----------------	---------------	-------------------	--------------------------

**Conventional Front Snowplow w/Two Stage****28" High Speed Design Moldboard**

<b>Viking-Cives Midwest</b>	\$15,835.00 Installed	Viking PR28R12 TE ST	12'	75
	\$15,710.00 Delivered			75
	\$16,975.00 Installed	Viking PR28R14 TE ST	14'	75
	\$16,850.00 Delivered			75
<b>39" Standard Moldboard</b>				
	\$16,085.00 Installed	Viking PR39R12 TE ST	12'	75
	\$15,950.00 Delivered			75
	\$17,360.00 Installed	Viking PR39R14 TE ST	14'	75
	\$17,215.00 Delivered			75

**Conventional Front Snowplow w/Scarifier and Squeegee**

<b>Henderson Products</b>	\$17,794.00 Installed	Henderson RSP-SQUEEGEE-12X48	12'	90-150
	\$15,198.00 Delivered			90-150
	\$18,684.00 Installed	Henderson RSP-SQUEEGE 14X48	14'	90-150
	\$15,958.00 Delivered			90-150

**Rear Mount Wing Plow**

<b>Viking-Cives Midwest</b>	\$16,630.00 Installed	Viking VCMAHWRM LH (10',11',12')	LH	75
	\$15,400.00 Delivered	Viking VCMAHWRM LH (10',11',12')	LH	75
	\$16,460.00 Installed	Viking VCMAHWRM RH (10',11',12')	RH	75
	\$15,280.00 Delivered	Viking VCMAHWRM RH (10',11',12')	RH	75
<b>Henderson Products</b>	\$23,626.00 Installed	Henderson-HWS-Rear-MM-11foot	LH	90-150
	\$8,586.00 Delivered		LH	90-150
	\$23,621.00 Installed	Henderson-HWS-Rear-MM-11foot	RH	90-150
	\$8,581.00 Delivered		RH	90-150

Bid Opening Date: September 30, 2015

Bid Tab Posting Date: October 8, 2015

**IFB605CO20000230 Snow Plow & Tow Plow Pricing - October 1, 2019 thru September 30, 2020**

<i>Company</i>	<i>Amount</i>	<i>Make/Model</i>	<i>Delivery Days ARO</i>
<b>Underbody Scraper w/Spring-Tooth Cutting Edge</b>			
<b>Viking-Cives Midwest</b>	\$16,020.00 Installed	Viking PRUBST-10	75
	\$9,469.00 Delivered		75
<b>Henderson Products - NOTE: NOT SPRING TOOTH CUTTING EDGE.</b>			
	\$23,118.00 Installed	UBS-10FT	90-150
	\$9,469.00 Delivered		90-150

<b>Fixed Angle Spring Tooth Underbody</b>			
<b>Viking-Cives Midwest</b>	\$10,520.00 Installed	VCL UB11 FL	75
	\$9,900.00 Delivered		75
<b>Henderson Products - NOTE: NOT SPRING TOOTH CUTTING EDGE.</b>			
	\$10,520.00 Installed	UBS-FA 1/2" x 10 FT	90-150
	\$2,920.00 Delivered		90-150
	\$12,708.00 Installed	UBS-FA 1" x 10FT	90-150
	\$4,450.00 Delivered		90-150

**IFB605CO20000230 Snow Plow & Tow Plow Pricing - October 1, 2019 thru September 30, 2020**

<i>Company</i>	<i>Amount</i>	<i>Make/Model</i>	<i>Delivery Days ARO</i>
<b>Manufacturer's Standard Model Postless Mid-Mount Wing</b>			
<b>Viking-Cives Midwest</b>	\$17,970.00 Installed	PPW LH Wing	LH 120
	\$16,150.00 Delivered	Available 10',11',12'	LH 120
	\$17,970.00 Installed	PPW RH Wing	RH 120
	\$16,150.00 Delivered	Available 10',11',12'	RH 120
<b>Henderson Products</b>	\$23,305.00 Installed	Henderson-HWS-SmartLink-MM-9ft LH	LH 90-150
	\$8,295.00 Delivered		LH 90-150
	\$23,300.00 Installed	Henderson-HWS-SmartLink-MM-9 FT - RI	RH 90-150
	\$8,290.00 Delivered		RH 90-150

<i>Company</i>	<i>Amount</i>	<i>Make/Model</i>	<i>Delivery Days ARO</i>
<b>Right Hand Deployment Tow Plow</b>			
<b>Viking -Cives Midwest</b>	\$80,000.00 Installed	TP260000 VCM RH TP	120
	\$81,860.00 Delivered		120
<b>Bi-Directional Tow Plow</b>			
<b>Viking-Cives Midwest</b>	\$121,500.00 Installed	TP260015 VCM BIDI TP	120
	\$123,360.00 Delivered		120
<b>Delivery for a Tow Plow is \$4.65/per mile. Price includes delivery to Northwest district with possible discounts to other districts.</b>			

*Bid Opening Date: September 30, 2015*

*Bid Tab Posting Date: October 8, 2015*

*Bid Opening Date: September 30, 2015*

*Bid Tab Posting Date: October 8, 2015*

*Bid Opening Date: September 30, 2015*

*Bid Tab Posting Date: October 8, 2015*



*Bid Opening Date: September 30, 2015*

*Bid Tab Posting Date: October 8, 2015*

**Solicitation Questionnaire:**

<b>Section Title : Cooperative Procurement</b>	
<b>Question :1. Is your firm willing to offer such cooperative purchasing for Missouri counties, cities or other political entities?</b>	
<i>VIKING CIVES MIDWEST</i>	<i>Yes</i>
<i>VIKING CIVES MIDWEST</i>	<i>Yes</i>
<i>Henderson Products Inc</i>	<i>YES</i>
<i>MARTIN EQUIPMENT</i>	<i>n/a</i>
<b>Question :2. If the price varies throughout the state because of different delivery destinations, please indicate the price FOB Shipping Point.</b>	
<i>VIKING CIVES MIDWEST</i>	<i>FOB Morley</i>
<i>VIKING CIVES MIDWEST</i>	<i>FOB Morley</i>
<i>Henderson Products Inc</i>	<i>NO CHANGE</i>
<i>MARTIN EQUIPMENT</i>	<i>n/a</i>
<b>Question :3. Indicate the deadline date orders will be accepted.</b>	
<i>VIKING CIVES MIDWEST</i>	<i>Contract Expiration Date</i>
<i>VIKING CIVES MIDWEST</i>	<i>Contract Expiration Date</i>
<i>Henderson Products Inc</i>	<i>SAME AS CONTRACT</i>
<i>MARTIN EQUIPMENT</i>	<i>n/a</i>

<b>Section Title : Credit Card Payment</b>
--

<b>Section Title : SDV/E Preference</b>	
<b>Question :1. List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.</b>	
<i>VIKING CIVES MIDWEST</i>	<i>N/A</i>
<i>VIKING CIVES MIDWEST</i>	<i>N/A</i>

<i>Henderson Products Inc</i>	<i>NA</i>
<i>MARTIN EQUIPMENT</i>	<i>na</i>

**Section Title : M/WBE Participation**

**Question :1. List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.**

<i>VIKING CIVES MIDWEST</i>	<i>N/A</i>
<i>VIKING CIVES MIDWEST</i>	<i>N/A</i>
<i>Henderson Products Inc</i>	<i>NA</i>
<i>MARTIN EQUIPMENT</i>	<i>na</i>

**Section Title : Domestic Product**

**Question :1. For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.**

<i>VIKING CIVES MIDWEST</i>	<i>N/A</i>
<i>VIKING CIVES MIDWEST</i>	<i>N/A</i>
<i>Henderson Products Inc</i>	<i>NA</i>
<i>MARTIN EQUIPMENT</i>	<i>na</i>

**Section Title : Contract Renewal**

**Question :1. What is the 1st Renewal Period Maximum Percentage Increase?**

<i>VIKING CIVES MIDWEST</i>	<i>12%</i>
<i>VIKING CIVES MIDWEST</i>	<i>12%</i>
<i>Henderson Products Inc</i>	<i>6%</i>

**Question :2. What is the 2nd Renewal Period Maximum Percentage Increase?**

<i>VIKING CIVES MIDWEST</i>	<i>12%</i>
-----------------------------	------------

<i>VIKING CIVES MIDWEST</i>	<b>12%</b>
<i>Henderson Products Inc</i>	<b>6%</b>

**Solicitation Number: IFB605CO20000230**  
**Snow/Tow Plows and Parts - Multiple Award**

MoDOT Invitation to Bid (IFBR)

**State of Missouri**

AND

**MoDOT**

August 08, 2019 - August 29, 2019

## General Header Information

**Type:** Formal - MoDOT Invitation to Bid (IFBR)

**Collaboration Start Date:**

**Collaboration End Date:**

**Description:** This invitation for bid seeks bids from qualified bidders to provide Snow and Tow Plows to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein. Contract period will be from date of award to September 30, 2020 with up to two (2) one-year renewal option periods, or any portion therein.

**Delivery Terms:** Free On Board Destination

**Payment Terms:** Net 30 Days

**Contact Information:** MoDOT - Dept of Transportation  
 Tammy Young, MoDOT Buyer  
 Missouri Dept. of Transportation, General Services Division  
 Physical Address: 830 MoDOT Drive Jefferson City, MO, 65109  
 Mailing Address: P. O. Box 270, Jefferson City, MO 65102  
 Tel: 573-526-7929  
 Fax: 573-526-6948  
 Tammy.Young@modot.mo.gov

**Contact Details:** If you have any questions, Please contact:  
 Tammy Young, MoDOT Buyer  
 Missouri Dept. of Transportation, General Services Division  
 Physical Address: 830 MoDOT Drive Jefferson City, MO, 65109  
 Mailing Address: P. O. Box 270, Jefferson City, MO 65102  
 Tel: 573-526-7929  
 Fax: 573-526-6948  
 Tammy.Young@modot.mo.gov

**Selected Categories:** Snow plow (22101538)  
 Snow plow truck (25101926)

## Header Custom Fields: NOTICE

### *Vendor Responsibility*

**The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.**

**The State of Missouri's Privacy Policy can be accessed here.**

Type                    INST  
Response                N/A

## MODOT Section Numbering

### *Section Numbering*

All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.

Type                    INST  
Response                N/A

## Questionnaire:

### Cooperative Procurement

Description: The Missouri Department of Transportation (MoDOT) is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the MoDOT specifications. It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on meeting the MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor. If the response is "No" to the first question, simply respond "N/A" in any additional required response fields below.

*1. Is your firm willing to offer such cooperative purchasing for Missouri counties, cities or other political entities?*

N/A

Type TEXT  
Is Required N

*2. If the price varies throughout the state because of different delivery destinations, please indicate the price FOB Shipping Point.*

N/A

Type TEXT  
Is Required N

*3. Indicate the deadline date orders will be accepted.*

N/A

Type TEXT  
Is Required N

### SDV/E Preference

Description: Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. A Service-Disabled Veteran Business (SDVE) is defined as a business whereby not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans.

*1. List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.*

N/A

Type TEXT  
Is Required N



## M/WBE Participation

Description: Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE.

*1. List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.*

N/A

**Type** TEXT  
**Is Required** N

## Domestic Product

Description: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

*1. For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.*

N/A

**Type** TEXT  
**Is Required** N

## Contract Renewal

Description: If the option for renewal is exercised by MoDOT, the Bidder shall agree that the prices for the renewal period shall not exceed the maximum percentage price for the applicable renewal period stated herein. If renewal percentages are provided, the pricing during the renewal period will be calculated against the current contract price. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase. If an increase is requested, the Bidder must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse. Renewal percentages will not be considered in determination of bid award. For no annual percentage increases, enter a "0" in the response fields below.

*1. What is the 1st Renewal Period Maximum Percentage Increase?*

N/A

**Type** TEXT

IFB605CO20000230

State of Missouri

**Is Required** Y

*2. What is the 2nd Renewal Period Maximum Percentage Increase?*

N/A

**Type** TEXT

**Is Required** N

## Documents Required Before Bidding

MoDOT District Map.pdf (**Not Accepted**)

**Note:** Acceptance of the documents above must be acknowledged in order for your bid to be considered.

**Solicitation Bid Fields**  
**MoDOT Instructions for Submitting a Response**  
*Instructions for Submitting a Response*

The Missouri Department of Transportation is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuys.mo.gov/sites/missouribuys/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/How_To_Respond_To_A_Solicitation.pdf)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/sites/missouribuys/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/How_To_Respond_To_A_Solicitation.pdf)

Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the Overview page, find the section titled, Original Solicitation Documents, review the solicitation document(s) then click on the box under Select, and then click on the Accept button.
2. To accept the addendum document, on the Overview page find the section titled Addendum Document, review the addendum document(s) then click on the box under Select, and then click on the Accept button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into MissouriBUYS.
2. Select the Solicitations tab.
3. Select View Current Solicitations.
4. Select My List.
5. Select the correct Opportunity Number (Opportunity No); the Overview page will display.
6. Click on Review Response from the navigation bar.
7. Click on Retract if your response needs to be revised.
8. A message will come up asking, "Are you sure you want to retract the Bid". Click on Continue to confirm.
9. Click on Respond and revise as applicable.
10. Click on Review Response from the navigation bar and then click on Submit to submit your response.

- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

<b>Type</b>	INST
<b>Response</b>	N/A

## MoDOT STANDARD SOLICITATION PROVISIONS

### 1.1. *Standard Provisions*

The solicitation for the procurement of the supplies referenced therein, to which these Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions, is being issued under, and governed by, the provisions of Title 7 - Missouri Department of Transportation, Division 10, Missouri Highways and Transportation Commission, Chapter 11- Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidders attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.

**Type** INST  
**Response** N/A

## *1.2 Standard Provisions*

All bids/quotes must be submitted by a responsible officer or employee of the firm. Obligations assumed by such submission must be fulfilled.

**Type** INST  
**Response** N/A

## *1.3 Standard Provisions*

Work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the requirements and specifications detailed within the solicitation documents.

**Type** INST  
**Response** N/A

# MoDOT IFB GENERAL TERMS AND CONDITIONS

## *2.1 Definitions*

**Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms. Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.**

2.1.1. **Addendum** means a written official modification to an IFB.

2.1.2. **Amendment** means a written official modification to a contract.

2.1.3. **Attachment** applies to all forms or documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

2.1.4. **Bid end date and time** and similar expressions mean the exact deadline required by the IFB for the receipt of bids.

2.1.5. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.

2.1.6. **Invitation for Bid (IFB)** means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

2.1.7. **May** means a certain feature, component, or action is permissible, but not required.

2.1.8. **Must** means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

2.1.9. **Pricing page(s)** applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. Pricing page(s) must be completed and submitted by the vendor with the bid response prior to the specified bid end date and time.

2.1.10. **Revised Statutes of Missouri (RSMo)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.

2.1.11. **Shall** has the same meaning as the word must.

2.1.12. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

<b>Type</b>	INST
<b>Response</b>	N/A

## *2.2 Nondiscrimination*



**The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq)..**

2.2.1 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

2.2.1.1 withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

2.2.1.2 cancellation, termination or suspension of the contract, in whole or in part.

Type INST  
Response N/A

## *2.3 Contract/Purchase Order*

**By submitting a response, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.**

2.3.1. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTCs acceptance of the bid by post-award contract or purchase order.

2.3.2. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order

Type INST  
Response N/A

## *2.4 Applicable Laws and Regulations*

**The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all applicable local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.**

2.4.1. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.

2.4.2. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the state of Missouri.

<b>Type</b>	INST
<b>Response</b>	N/A

## *2.5 Open Competition and IFB Document*

**It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the IFB Contact, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.**

2.5.1. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.

2.5.2. Vendors are cautioned that the only official position of the MHTC is that which is issued in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

2.5.3. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendors e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.

2.5.4. MoDOT reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued, should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued, should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

<b>Type</b>	INST
<b>Response</b>	N/A

## *2.6 Preparation of Bids*

Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

2.6.1. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

2.6.2. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

2.6.3. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

2.6.4. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If MHTC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

2.6.5. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

2.6.6. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

2.6.7. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

2.6.8. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

<b>Type</b>	INST
<b>Response</b>	N/A

## *2.7 Submission of Bids*

**Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Contact address shown on the Solicitation General Header Information. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy to the Contact address shown on the Solicitation General Header Information. Delivered bids must be sealed in an envelope or container, and received in the required location no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendors organization, (2) contain all information required by the IFB, and (3) be priced as required. It shall be the responsibility of the vendor to ensure their bid is in the required location no later than the exact end date and time specified in the IFB.**

2.7.1. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

2.7.2. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may be modified by signed, written notice which has been received in the required location prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

2.7.3. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the required location may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received at the required location prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

2.7.4. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.

2.7.5. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the Review and Submit button on the Response Review tab.

2.7.6. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

Type	INST
Response	N/A

## *2.8 Bid Opening*

**Bid openings are public on the end date and at the opening time specified on the IFB document. Names and prices of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. Purchasing will not provide prices or other bid information via the telephone.**

2.8.1. Bids which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.

Type	INST
Response	N/A

## *2.9 Evaluation and Award*

**Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.**

2.9.1. Any pricing information submitted shall be subject to evaluation if deemed to be in the best interest of the MHTC.

2.9.2. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the MHTC. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the MHTC.

2.9.3. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with all applicable Missouri statutes and Executive Orders.

2.9.4. In the event all vendors fail to meet the same mandatory requirement in an IFB, MHTC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, MHTC reserves the right to waive any minor irregularity or technicality found in any individual bid.

2.9.5. MHTC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, MHTC may negotiate for the required supplies.

2.9.6. When evaluating a bid, the MHTC reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor references, or from any other source.

2.9.7. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

2.9.8. Any award of a contract shall be made by notification to the successful vendor. MHTC reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the MHTC.

2.9.9. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.

2.9.10. The MHTC posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period of time after bid award.

2.9.11. The MHTC reserves the right to request clarification of any portion of the vendor response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

2.9.12. Any bid award protest must be received within ten (10) business calendar days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (10).

2.9.13. The final determination of contract award(s) shall be made by the MHTC.

Type INST  
Response N/A

## 2.10 Executive Order

**The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.**

2.10.1. The Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

2.10.2. In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2.10.3. The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Type INST  
Response N/A

## 2.11 Preferences

**In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors.**

2.11.1. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Type INST  
Response N/A

## 2.12 Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Type INST

**Response** N/A

## ***2.13 Bankruptcy or Insolvency***

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Type** INST

**Response** N/A

## ***2.14 Warranty***

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Type** INST

**Response** N/A

## ***2.15 Status of Independent Contractor***

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Type** INST

**Response** N/A

## ***2.16 Non-Waiver***

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Type** INST

**Response** N/A

## ***2.17 Indemnification***



The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**Type** INST  
**Response** N/A

## *2.18 Right of Acceptance and/or Rejection*

MoDOT reserves the right to reject any responses, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the response, unit prices will govern.

**Type** INST  
**Response** N/A

## *2.19 Inspection and Acceptance*

**No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.**

2.19.1. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

2.19.2. The MHTC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

2.19.3. The MHTCs right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Type** INST  
**Response** N/A

## *2.20 Invoicing and Payment*

**The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.**

2.20.1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MHTC.

2.20.2. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.

2.20.3 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

2.20.4. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

Type	INST
Response	N/A

## *2.21 Conflict of Interest*

**Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.**

2.21.1. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

Type	INST
Response	N/A

## *2.22 Tax Exempt Status*

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.

Type	INST
Response	N/A

# MoDOT IFB SPECIAL TERMS AND CONDITIONS

## *3.8 Delivery-Additional Requirements*

The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 2 Business Days before starting delivery.

3.8.1. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.

3.8.2. A representative of the Missouri Department of Transportation must be present when items are delivered.

3.8.3. No material will be accepted that has been dumped in the absence of the department representative.

3.8.4. The following days shall be construed as **official holidays** under the terms of the contract:

3.8.5.1. January 1 - **New Year's Day**

3.8.5.2. Third Monday in January - **Martin Luther King, Jr.s Birthday**

3.8.5.3. February 12-**Lincoln's Birthday**

3.8.5.4. Third Monday in February - **Washington's Birthday**

3.8.5.5. May 8 - **Truman's Birthday**

3.8.5.6. Last Monday in May-**Memorial Day**

3.8.5.7. July 4 - **Independence Day**

3.8.5.8. First Monday in September - **Labor Day**

3.8.5.9. Second Monday in October-**Columbus Day**

3.8.5.10. November 11 - **Veteran's Day**

3.8.5.11. Fourth Thursday in November - **Thanksgiving Day**

3.8.5.12. December 25 - **Christmas Day**

3.8.5. When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

3.8.6. During construction/maintenance seasons, many maintenance buildings work four day, ten hour shifts and deliveries may not be made on the off days for those buildings.

3.8.7 Delivery shall be made to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801
- k. Other locations as may be required

**Type** INST  
**Response** N/A

### ***3.11 Liquidated Damages***

In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$250 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

3.11.1 **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**Type** INST  
**Response** N/A

### ***3.12 General Services Specifications (MGS)***

All materials, equipment, and/or services bid must comply with the attached General Services Specifications and any other provisions outlined in the solicitation documents. The material to be supplied shall comply with the quality requirements of the current edition of the Missouri Standard Specifications for Highway Construction and any revisions thereto, unless modified by these specifications.

**Type** INST  
**Response** N/A

## **OTHER CONTRACTUAL REQUIREMENTS**

### ***4.1 Warranty***

A copy of standard warranty coverage and extended warranty coverage for each unit bid shall be attached to this solicitation.

**Type** RICH  
**Response** N/A

### ***4.2 Service and Operator Manuals***

A hard copy of standard operator manual and one (1) set of service and parts manuals (Electronic or hard copy) shall be supplied at the time of delivery.

**Type** RICH  
**Response** N/A

### ***4.3 Training***

a. Training shall be included in the unit price and shall take place at each district where equipment is delivered or at an offsite location at the Bidder's expense.

b. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance.

**Type** RICH  
**Response** N/A

#### ***4.4 Renewal Periods***

If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the IFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT

**Type** RICH  
**Response** N/A

#### ***4.5 Escalation Clause***

In the event the Bidder requests a price increase during either the original award period or any renewal period, a written request and documentation justifying the need for a price increase, and the amount of such price increase must be provided. MoDOT will review the written request and documentation, and decide if a price increase is to be granted at that particular time. The vendor shall understand and agree that MoDOT's decision shall be final and without recourse.

a. No price increase shall be granted during the first 3 months of the original award period, or if applicable, the first 3 months of a renewal period.

**Type** RICH  
**Response** N/A

#### ***4.6 Award***

This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the "lowest and best" bid will include but are not limited to price, delivery timeline, warranty, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models.

Vendors must submit a response to each line item of the group they choose to be considered responsive. If vendor does not wish to offer percent discount off of MSRP then they should enter "0". A complete Parts and Options pricing list is to be supplied at time of bid.

**Type** RICH

**Response** N/A

## ***4.7 Deadline for Questions***

All questions pertaining to this bid must be submitted to the buyer before Monday, August 19, 2019, 3 PM (local time). Questions should be submitted via email to [Tammy.Young@Modot.Mo.Gov](mailto:Tammy.Young@Modot.Mo.Gov). An addendum answering all questions not addressed in bid will be issued.

**Type** RICH

**Response** N/A

## All Items

### CONVENTIONAL FRONT SNOWPLOW W/ SCARIFIER AND SQUEEGE

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
1	12' Installed Conventional Front Snow Plow w/ Scarifier and Squeegee						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 12' Installed Conventional Front Snow Plow w/ Scarifier and Squeegee</b> <b>Description:</b> Conventional snowplow with scarifier and squeegee, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Scarifier and squeegee shall be capable of being deployed/retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of scarifier and squeegee shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
2	14' Installed Conventional Front Snow Plow w/ Scarifier and Squeegee						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 14' Installed Conventional Front Snow Plow w/ Scarifier and Squeegee</b> <b>Description:</b> Conventional snowplow with scarifier and squeegee, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Scarifier and squeegee shall be capable of being deployed/retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of scarifier and squeegee shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
3	12' Delivered Conventional Front Snow Plow w/ Scarifier and Squeegee						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 12' Delivered Conventional Front Snow Plow w/ Scarifier and Squeegee</b> <b>Description:</b> Conventional snowplow with scarifier and squeegee, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Scarifier and squeegee shall be capable of being deployed/retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of scarifier and squeegee shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female.  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
4	14' Delivered Conventional Front Snow Plow w/ Scarifier and Squeegee						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										

**CONVENTIONAL FRONT SNOWPLOW W/ SCARIFIER AND SQUEEGE**

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
-----	------	-------------	------------------	-----------	---------	----------	------	----------	------	-------

**Item Specification for 14' Delivered Conventional Front Snow Plow w/ Scarifier and Squeegee**  
**Description:** Conventional snowplow with scarifier and squeegee, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Scarifier and squeegee shall be capable of being deployed/retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of scarifier and squeegee shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female.

**Buyer allows multiple proposals to be submitted for this item.**  
**Buyer allows alternatives to be submitted for this item**

5	Percent discount off MSRP						percent		1.000	
---	---------------------------	--	--	--	--	--	---------	--	-------	--

**Item Specification for Percent discount off MSRP**  
**Description:** Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides

In addition, this "% of Discount off MSRP" will also be used to purchase other models of snowplows.

**Buyer allows multiple proposals to be submitted for this item.**  
**Buyer allows alternatives to be submitted for this item**



**CONVENTIONAL FRONT SNOWPLOW W/ TWO STAGE**

<b>No.</b>	<b>Item</b>	<b>Alternative</b>	<b>Supplier Part No</b>	<b>Mfr. Name</b>	<b>Mfr. No</b>	<b>Del Date</b>	<b>Unit</b>	<b>Unit Bid</b>	<b>Qty.</b>	<b>Total</b>
1	12' Installed (28" High Speed Design Moldboard) Conventional Front Snow Plow w/ Two-Stage						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 12' Installed (28" High Speed Design Moldboard) Conventional Front Snow Plow w/ Two-Stage</b> <b>Description:</b> Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
2	14' Installed (28" High Speed Design Moldboard) Conventional Front Snow Plow w/ Two-Stage						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 14' Installed (28" High Speed Design Moldboard) Conventional Front Snow Plow w/ Two-Stage</b> <b>Description:</b> Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
3	12' Delivered (28" High Speed Design Moldboard) Conventional Front Snow Plow w/ Two-Stage						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 12' Delivered (28" High Speed Design Moldboard) Conventional Front Snow Plow w/ Two-Stage</b> <b>Description:</b> Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female.  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
4	14' Delivered (28" High Speed Design Moldboard) Conventional Front Snow Plow w/ Two-Stage						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										

## CONVENTIONAL FRONT SNOWPLOW W/ TWO STAGE

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
<p><b>Item Specification for 14' Delivered (28" High Speed Design Moldboard) Conventional Front Snow Plow w/ Two-Stage</b>  <b>Description:</b> Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female.</p> <p>Buyer allows multiple proposals to be submitted for this item.                      Buyer allows alternatives to be submitted for this item</p>										
5	12' Installed (39" Standard Moldboard) Conventional Front Snow Plow w/ Two-Stage						each		1.000	
<p><b>Additional Item Fields</b>                      1. Days ARO(required):How many days after receipt of order for delivery of product?                      2. Make/Model(required):What make and model are you bidding?</p>										
<p><b>Item Specification for 12' Installed (39" Standard Moldboard) Conventional Front Snow Plow w/ Two-Stage</b>  <b>Description:</b> Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***</p> <p>Buyer allows multiple proposals to be submitted for this item.                      Buyer allows alternatives to be submitted for this item</p>										
6	14' Installed (39" Standard Moldboard) Conventional Front Snow Plow w/ Two-Stage						each		1.000	
<p><b>Additional Item Fields</b>                      1. Days ARO(required):How many days after receipt of order for delivery of product?                      2. Make/Model(required):What make and model are you bidding?</p>										
<p><b>Item Specification for 14' Installed (39" Standard Moldboard) Conventional Front Snow Plow w/ Two-Stage</b>  <b>Description:</b> Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***</p> <p>Buyer allows multiple proposals to be submitted for this item.                      Buyer allows alternatives to be submitted for this item</p>										
7	12' Delivered (39" Standard Moldboard) Conventional Front Snow Plow w/ Two-Stage						each		1.000	
<p><b>Additional Item Fields</b>                      1. Days ARO(required):How many days after receipt of order for delivery of product?                      2. Make/Model(required):What make and model are you bidding?</p>										
<p><b>Item Specification for 12' Delivered (39" Standard Moldboard) Conventional Front Snow Plow w/ Two-Stage</b>  <b>Description:</b> Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female.</p> <p>Buyer allows multiple proposals to be submitted for this item.                      Buyer allows alternatives to be submitted for this item</p>										
8	14' Delivered (39" Standard Moldboard) Conventional Front Snow Plow w/ Two-Stage						each		1.000	

### CONVENTIONAL FRONT SNOWPLOW W/ TWO STAGE

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
-----	------	-------------	------------------	-----------	---------	----------	------	----------	------	-------

**Additional Item Fields**

1. Days ARO(required):How many days after receipt of order for delivery of product?
2. Make/Model(required):What make and model are you bidding?

**Item Specification for 14' Delivered (39" Standard Moldboard) Conventional Front Snow Plow w/ Two-Stage**

**Description:** Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed or retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female.

Buyer allows multiple proposals to be submitted for this item.

Buyer allows alternatives to be submitted for this item

9	Percent discount off MSRP						percent		1.000	
---	---------------------------	--	--	--	--	--	---------	--	-------	--

**Item Specification for Percent discount off MSRP**

**Description:** Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides

In addition, this "% of Discount off MSRP" will also be used to purchase other models of snowplows.

Buyer allows multiple proposals to be submitted for this item.

Buyer allows alternatives to be submitted for this item

### FIXED ANGLE SPRING TOOTH UNDERBODY

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
1	Installed Fixed Angle Spring Tooth Underbody						each		1.000	
<p><b>Additional Item Fields</b></p> <p>1. Days ARO(required):How many days after receipt of order for delivery of product?                      2. Make/Model(required):What make and model are you bidding?</p>										
<p><b>Item Specification for Installed Fixed Angle Spring Tooth Underbody</b></p> <p><b>Description:</b> To include single cylinder hydraulic actuation with all parts required for installation and operation.</p> <p>***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***</p> <p>Buyer allows multiple proposals to be submitted for this item.                      Buyer allows alternatives to be submitted for this item</p>										
2	Delivered Fixed Angle Spring Tooth Underbody						each		1.000	
<p><b>Additional Item Fields</b></p> <p>1. Days ARO(required):How many days after receipt of order for delivery of product?                      2. Make/Model(required):What make and model are you bidding?</p>										
<p><b>Item Specification for Delivered Fixed Angle Spring Tooth Underbody</b></p> <p><b>Description:</b> To include single cylinder hydraulic actuation with all parts required for installation and operation.</p> <p>Buyer allows multiple proposals to be submitted for this item.                      Buyer allows alternatives to be submitted for this item</p>										
3	Percent discount off MSRP						percent		1.000	
<p><b>Item Specification for Percent discount off MSRP</b></p> <p><b>Description:</b> Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides</p> <p>In addition, this "% of Discount off MSRP" will also be used to purchase other models of snowplows.</p> <p>Buyer allows multiple proposals to be submitted for this item.                      Buyer allows alternatives to be submitted for this item</p>										

**MANUFACTURER'S STANDARD MODEL POSTLESS MID-MOUNT WING**

<b>No.</b>	<b>Item</b>	<b>Alternative</b>	<b>Supplier Part No</b>	<b>Mfr. Name</b>	<b>Mfr. No</b>	<b>Del Date</b>	<b>Unit</b>	<b>Unit Bid</b>	<b>Qty.</b>	<b>Total</b>
1	Left Hand Installed Postless Mid-Mounted Wing Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Left Hand Installed Postless Mid-Mounted Wing Plow</b> <b>Description:</b> Mid-mounted double function postless wing plow with 10', 11' or 12' moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
2	Right Hand Installed Postless Mid-Mounted Wing Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Right Hand Installed Postless Mid-Mounted Wing Plow</b> <b>Description:</b> Mid-mounted double function postless wing plow with 10', 11' or 12' moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
3	Left Hand Delivered Postless Mid-Mounted Wing Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Left Hand Delivered Postless Mid-Mounted Wing Plow</b> <b>Description:</b> Mid-mounted double function postless wing plow with 10', 11' or 12' moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female.  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
4	Right Hand Delivered Postless Mid-Mounted Wing Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										

**MANUFACTURER'S STANDARD MODEL POSTLESS MID-MOUNT WING**

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
-----	------	-------------	------------------	-----------	---------	----------	------	----------	------	-------

**Item Specification for Right Hand Delivered Postless Mid-Mounted Wing Plow**

**Description:** Mid-mounted double function postless wing plow with 10', 11' or 12' moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8" male-female.

Buyer allows multiple proposals to be submitted for this item.

Buyer allows alternatives to be submitted for this item

5	Percent discount off MSRP						percent		1.000	
---	---------------------------	--	--	--	--	--	---------	--	-------	--

**Item Specification for Percent discount off MSRP**

**Description:** Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides

In addition, this "% of Discount off MSRP" will also be used to purchase other models of snowplows.

Buyer allows multiple proposals to be submitted for this item.

Buyer allows alternatives to be submitted for this item

**PARALLEL LIFT/DOWN PRESSURE FRONT SNOW PLOW W/ TRIP EDGE**

<b>No.</b>	<b>Item</b>	<b>Alternative</b>	<b>Supplier Part No</b>	<b>Mfr. Name</b>	<b>Mfr. No</b>	<b>Del Date</b>	<b>Unit</b>	<b>Unit Bid</b>	<b>Qty.</b>	<b>Total</b>
1	12' Installed Parallel Lift/Down Pressure Front Snowplow w/Trip Edge						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO: How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 12' Installed Parallel Lift/Down Pressure Front Snowplow w/Trip Edge</b> <b>Description:</b> The bidder shall provide firm, fixed pricing for manufacturer's standard conventional snowplow with fixed moldboard and spring loaded trip cutting edge, and 3/8" thick poly moldboard sheet capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Plow shall have a parallel linkage style lift mechanism. All hydraulic components that will remain on the plow shall be included, including lift cylinder, reversing cylinders, hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8 male-female. Minimum of 28" height and maximum 42" height. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
2	14' Installed Parallel Lift/Down Pressure Front Snowplow w/Trip Edge						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO: How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 14' Installed Parallel Lift/Down Pressure Front Snowplow w/Trip Edge</b> <b>Description:</b> The bidder shall provide firm, fixed pricing for manufacturer's standard conventional snowplow with fixed moldboard and spring loaded trip cutting edge, and 3/8" thick poly moldboard sheet capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Plow shall have a parallel linkage style lift mechanism. All hydraulic components that will remain on the plow shall be included, including lift cylinder, reversing cylinders, hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8 male-female. Minimum of 28" height and maximum 42" height. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
3	12' Delivered Parallel Lift/Down Pressure Front Snowplow w/Trip Edge						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO: How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for 12' Delivered Parallel Lift/Down Pressure Front Snowplow w/Trip Edge</b> <b>Description:</b> The bidder shall provide firm, fixed pricing for manufacturer's standard conventional snowplow with fixed moldboard and spring loaded trip cutting edge, and 3/8" thick poly moldboard sheet capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Plow shall have a parallel linkage style lift mechanism. All hydraulic components that will remain on the plow shall be included, including lift cylinder, reversing cylinders, hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8 male-female. Minimum of 28" height and maximum 42" height.  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
4	14' Delivered Parallel Lift/Down Pressure Front Snowplow w/Trip Edge						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO: How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										

**PARALLEL LIFT/DOWN PRESSURE FRONT SNOW PLOW W/ TRIP EDGE**

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
-----	------	-------------	------------------	-----------	---------	----------	------	----------	------	-------

**Item Specification for 14' Delivered Parallel Lift/Down Pressure Front Snowplow w/Trip Edge**  
**Description:** The bidder shall provide firm, fixed pricing for manufacturer's standard conventional snowplow with fixed moldboard and spring loaded trip cutting edge, and 3/8" thick poly moldboard sheet capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Plow shall have a parallel linkage style lift mechanism. All hydraulic components that will remain on the plow shall be included, including lift cylinder, reversing cylinders, hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8 male-female. Minimum of 28" height and maximum 42" height.

Buyer allows multiple proposals to be submitted for this item.  
 Buyer allows alternatives to be submitted for this item

5	Installed Front Hitch for Parallel Lift/Down Pressure Front Snowplow w/ Trip Edge						each		1.000	
---	---	--	--	--	--	--	------	--	-------	--

**Additional Item Fields**  
 1. Days ARO(required):How many days after receipt of order for delivery of product?  
 2. Make/Model(required):What make and model are you bidding?

**Item Specification for Installed Front Hitch for Parallel Lift/Down Pressure Front Snowplow w/ Trip Edge**  
**Description:** DIN style with lever actuated pins for Parallel Lift/Down Pressure Front Snowplow w/Trip Edge to mount on front of dump truck, including two (2) bolt on 12" structural channel 30lb/ft bumper ends to cover entire width of truck. The Din plate hitch and bumpers must be capable of withstanding use on a 58,000 GVW high horsepower truck. Flat plate design in center of hitch may count as part of the bumper. Must be complete package for installation and operation of the plow including: minimum of 1/2" thick custom cheek plates, rocker angles, eight (8) 3/4" Grade 8 flange bolts, eight (8) 5/8" Grade 8 flange bolts in the appropriate length with steel top lock nuts and all necessary items for installation.

Buyer allows multiple proposals to be submitted for this item.  
 Buyer allows alternatives to be submitted for this item

6	Delivered Front Hitch for Parallel Lift/Down Pressure Front Snowplow w/ Trip Edge						each		1.000	
---	---	--	--	--	--	--	------	--	-------	--

**Additional Item Fields**  
 1. Days ARO(required):How many days after receipt of order for delivery of product?  
 2. Make/Model(required):What make and model are you bidding?

**Item Specification for Delivered Front Hitch for Parallel Lift/Down Pressure Front Snowplow w/ Trip Edge**  
**Description:** DIN style with lever actuated pins for Parallel Lift/Down Pressure Front Snowplow w/Trip Edge to mount on front of dump truck, including two (2) bolt on 12" structural channel 30lb/ft bumper ends to cover entire width of truck. The Din plate hitch and bumpers must be capable of withstanding use on a 58,000 GVW high horsepower truck. Flat plate design in center of hitch may count as part of the bumper. Must be complete package for installation and operation of the plow including: minimum of 1/2" thick custom cheek plates, rocker angles, eight (8) 3/4" Grade 8 flange bolts, eight (8) 5/8" Grade 8 flange bolts in the appropriate length with steel top lock nuts and all necessary items for installation.

Buyer allows multiple proposals to be submitted for this item.  
 Buyer allows alternatives to be submitted for this item

7	Percent discount off MSRP						percent		1.000	
---	---------------------------	--	--	--	--	--	---------	--	-------	--

**Item Specification for Percent discount off MSRP**  
**Description:** Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides

In addition, this "% of Discount off MSRP" will also be used to purchase other models of snowplows.

Buyer allows multiple proposals to be submitted for this item.  
 Buyer allows alternatives to be submitted for this item



**REAR MOUNT WING PLOW**

<b>No.</b>	<b>Item</b>	<b>Alternative</b>	<b>Supplier Part No</b>	<b>Mfr. Name</b>	<b>Mfr. No</b>	<b>Del Date</b>	<b>Unit</b>	<b>Unit Bid</b>	<b>Qty.</b>	<b>Total</b>
1	Left Hand Installed Rear Mounted Wing Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Left Hand Installed Rear Mounted Wing Plow</b> <b>Description:</b> Rear mounted three function wing plow, with 10-12 foot moldboard, capable of withstanding use on a 58,000GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function, and in and out function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.*** NOTE: Three function wing will require an additional output module if not already on the truck  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
2	Right Hand Installed Rear Mounted Wing Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Right Hand Installed Rear Mounted Wing Plow</b> <b>Description:</b> Rear mounted three function wing plow, with 10-12 foot moldboard, capable of withstanding use on a 58,000GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function, and in and out function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.*** Note: Three function wing will require an additional output module if not already on the truck  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
3	Left Hand Delivered Rear Mounted Wing Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Left Hand Delivered Rear Mounted Wing Plow</b> <b>Description:</b> Rear mounted three function wing plow, with 10-12 foot moldboard, capable of withstanding use on a 58,000GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function, and in and out function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female.  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
4	Right Hand Delivered Rear Mounted Wing Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Right Hand Delivered Rear Mounted Wing Plow</b> <b>Description:</b> Rear mounted three function wing plow, with 10-12 foot moldboard, capable of withstanding use on a 58,000GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function, and in and out function. Rear mount must be mounted by means of quick-attach brackets. All hydraulic components that will remain on the wing plow shall be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female.  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
5	Percent discount off MSRP						percent		1.000	

**REAR MOUNT WING PLOW**

<i>No.</i>	<i>Item</i>	<i>Alternative</i>	<i>Supplier Part No</i>	<i>Mfr. Name</i>	<i>Mfr. No</i>	<i>Del Date</i>	<i>Unit</i>	<i>Unit Bid</i>	<i>Qty.</i>	<i>Total</i>
------------	-------------	--------------------	-------------------------	------------------	----------------	-----------------	-------------	-----------------	-------------	--------------

**Item Specification for Percent discount off MSRP**

**Description:** Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides

In addition, this "% of Discount off MSRP" will also be used to purchase other models of snowplows.

**Buyer allows multiple proposals to be submitted for this item.**

**Buyer allows alternatives to be submitted for this item**

## TOW PLOWS

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
1	Installed Right Hand Deployment Tow Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Installed Right Hand Deployment Tow Plow</b> <b>Description:</b> Right Hand 26' Tow Plow with swivel tongue, (1) 12' moldboard and (1) 14', base angles drilled for carbide edges (no cutting edges included), 10 gauge steel with 1/4" poly overlay moldboards. Dual Arvin Meritor 18,000 LB steer axles with connecting linkage. ABS brakes and fenders. Whelen light package includes Federal safety lights and reflectors, rear stop/turn/tail and marker lights mounted in a stainless ICC bumper which remains perpendicular to the travel lane and high visibility lighting package. Front frame mount rubber skirt, 30" x 84" 2 ply rubber, ICC bumper, tow loop to match Premier 100NS hook. Trailer painted School bus yellow (4421). Parts and instruction manuals included.  ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
2	Delivered Right Hand Deployment Tow Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Delivered Right Hand Deployment Tow Plow</b> <b>Description:</b> Right Hand 26' Tow Plow with swivel tongue, (1) 12' moldboard and (1) 14', base angles drilled for carbide edges (no cutting edges included), 10 gauge steel with 1/4" poly overlay moldboards. Dual Arvin Meritor 18,000 LB steer axles with connecting linkage. ABS brakes and fenders. Whelen light package includes Federal safety lights and reflectors, rear stop/turn/tail and marker lights mounted in a stainless ICC bumper which remains perpendicular to the travel lane and high visibility lighting package. Front frame mount rubber skirt, 30" x 84" 2 ply rubber, ICC bumper, tow loop to match Premier 100NS hook. Trailer painted School bus yellow (4421). Parts and instruction manuals included.  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
3	Installed Bi-Directional Tow Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Installed Bi-Directional Tow Plow</b> <b>Description:</b> Bi-Directional Tow Plow with the ability to plow right or left, (2) 12' moldboards (right hand and left hand) and (2) 14' moldboards (right hand and left hand), base angles drilled for carbide edges (no cutting edges included), 10 gauge steel with 1/4" poly overlay moldboards. Dual Arvin Meritor 18,000 LB steer axles with connecting linkage. In cab control for deployment shift. ABS brakes and fenders. Whelen light package includes Federal safety lights and reflectors, rear stop/turn/tail and marker lights mounted in a stainless ICC bumper which remains perpendicular to the travel lane and high visibility lighting package. Front frame mount rubber skirt, 30" x 84" 2 ply rubber tow loop to match Premier 100NS hook. Trailer painted School Bus Yellow. Parts and instruction manuals included.  ***Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.***  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										
4	Delivered Bi-Directional Tow Plow						each		1.000	
<b>Additional Item Fields</b> 1. Days ARO(required):How many days after receipt of order for delivery of product? 2. Make/Model(required):What make and model are you bidding?										
<b>Item Specification for Delivered Bi-Directional Tow Plow</b> <b>Description:</b> Bi-Directional Tow Plow with the ability to plow right or left, (2) 12' moldboards (right hand and left hand) and (2) 14' moldboards (right hand and left hand), base angles drilled for carbide edges (no cutting edges included), 10 gauge steel with 1/4" poly overlay moldboards. Dual Arvin Meritor 18,000 LB steer axles with connecting linkage. In cab control for deployment shift. ABS brakes and fenders. Whelen light package includes Federal safety lights and reflectors, rear stop/turn/tail and marker lights mounted in a stainless ICC bumper which remains perpendicular to the travel lane and high visibility lighting package. Front frame mount rubber skirt, 30" x 84" 2 ply rubber tow loop to match Premier 100NS hook. Trailer painted School Bus Yellow. Parts and instruction manuals included.  <b>Buyer allows multiple proposals to be submitted for this item.</b> <b>Buyer allows alternatives to be submitted for this item</b>										

**TOW PLOWS**

<i>No.</i>	<i>Item</i>	<i>Alternative</i>	<i>Supplier Part No</i>	<i>Mfr. Name</i>	<i>Mfr. No</i>	<i>Del Date</i>	<i>Unit</i>	<i>Unit Bid</i>	<i>Qty.</i>	<i>Total</i>
5	Percent discount off MSRP						percent		1.000	

**Item Specification for Percent discount off MSRP**

**Description:** Please submit a complete parts and options list with detailed pricing information for each tow plow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides

In addition, this "% of Discount off MSRP" will also be used to purchase other models of tow plows.

**Buyer allows multiple proposals to be submitted for this item.**

**Buyer allows alternatives to be submitted for this item**

**UNDERBODY SCRAPER W/ SPRING-TOOTH CUTTING EDGE**

No.	Item	Alternative	Supplier Part No	Mfr. Name	Mfr. No	Del Date	Unit	Unit Bid	Qty.	Total
1	Installed Underbody Scraper w/ Spring-Tooth Cutting Edge						each		1.000	

**Additional Item Fields**

- 1. Days ARO(required):How many days after receipt of order for delivery of product?
- 2. Make/Model(required):What make and model are you bidding?

**Item Specification for Installed Underbody Scraper w/ Spring-Tooth Cutting Edge**

**Description:** Reversible style underbody scraper with a spring-tooth design cutting edge/moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right, as well as raise and lower. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers mounted in the frame of the truck above the scraper. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female. \*\*\*Hydraulic valves, plumbing and controls to make the plow attachment fully operational must be included on Installed on Truck pricing.\*\*\*

- Buyer allows multiple proposals to be submitted for this item.
- Buyer allows alternatives to be submitted for this item

2	Delivered Underbody Scraper w/ Spring-Tooth Cutting Edge						each		1.000	
---	--	--	--	--	--	--	------	--	-------	--

**Additional Item Fields**

- 1. Days ARO(required):How many days after receipt of order for delivery of product?
- 2. Make/Model(required):What make and model are you bidding?

**Item Specification for Delivered Underbody Scraper w/ Spring-Tooth Cutting Edge**

**Description:** Reversible style underbody scraper with a spring-tooth design cutting edge/moldboard, capable of withstanding use on a 58,000 GVW high horsepower truck. Plow shall be hydraulically reversible left and right, as well as raise and lower. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers mounted in the frame of the truck above the scraper. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female.

- Buyer allows multiple proposals to be submitted for this item.
- Buyer allows alternatives to be submitted for this item

3	Percent discount off MSRP						percent		1.000	
---	---------------------------	--	--	--	--	--	---------	--	-------	--

**Item Specification for Percent discount off MSRP**

**Description:** Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides

In addition, this "% of Discount off MSRP" will also be used to purchase other models of snowplows.

- Buyer allows multiple proposals to be submitted for this item.
- Buyer allows alternatives to be submitted for this item

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 10th day of March 20 20


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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Purchase Agreement and Sole Source Contract 150-123120SS – Albert Monitoring Services with the Center for Internet Security, Inc. of East Greenbush, New York for cybersecurity monitoring services.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Sole Source Request Form.

Done this 10th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

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

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: February 26, 2020  
RE: Purchase Agreement: *150-123120SS - Albert Monitoring Services*

Attached for signature is sole source agreement # *150-123120SS - Albert Monitoring Services*.

This is an agreement to provide cybersecurity monitoring services. It provides a 24 x 7 x 365 watch and warning center that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

The vendor is the Center for Internet Security, Inc. of East Greenbush, New York. This vendor has been approved by the United States Department of Homeland Security as the governmental ISAC (Multi-State Information Sharing and Analysis Center).

Total amount of agreement is \$17,100 and will be paid from departments 1170 - Information Technology, 2703 - Information Technology - BCJC/EM, accounts 91301 - Computer Hardware, 70100 - 911/EM Sales Tax Fund. \$21,800 was budgeted.

cc: Contract File

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



613 E. Ash, Rm 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	Information Technology
<b>Person Requesting</b>	Aron Gish
<b>Date Requested</b>	2/11/2020
<b>Contact Phone Number</b>	573-889-4319

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: \_\_\_\_\_ Melinda Bobbitt \_\_\_\_\_ 2-13-20  
Signature Date

SOLE SOURCE NUMBER: 150-12312055  
(Assigned by Purchasing)

COMMISSION APPROVAL: \_\_\_\_\_ [Signature] \_\_\_\_\_ 3-10-20  
Signature Date

Expiration Date: \_\_\_\_\_ 20 through \_\_\_\_\_ 20 **One Time Purchase (check)**

<b>Vendor Name</b>	Center for Internet Security, INC
<b>Vendor Address</b>	31 Tech Valley Drive, East Greenbush, NY 12061-4134
<b>Vendor Phone and Fax</b>	518-880-0766
<b>Product Description</b>	Network Security Monitoring & Analysis Service w/Appliance And Sensor Initiation Services
<b>Estimated Cost</b>	\$17,100
<b>Department/Account #s) / Amt. Budgeted</b>	1170-91301(\$4,000), 1170-70100(\$6,900), 2703-91301(\$4,000), 2703-70100(\$6,900) Total budgeted - \$21,800

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor**
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)



2. Briefly describe the commodity/material you are requesting and its function.  
*The Center for Internet Security (CIS) is a nonprofit organization focused on enhancing the cybersecurity readiness and response of public and private sector entities. CIS operates the Multi-State Information Sharing and Analysis Center (MS-ISAC), which is designated by the U.S. Department of Homeland Security as the key resource for cyber threat prevention, protection, response and recovery for the nation's state, local, tribal, and territorial (SLTT) government entities. Through its state-of-the-art 24/7/365 cybersecurity operations center, CIS serves as a central resource for situational awareness and incident response for SLTT governments and offers several strategic cybersecurity services to assist in detecting, protecting, responding to and recovering from cyber threats.*

*The CIS Netflow/Intrusion Detection System Monitoring and Analysis Service, known as Albert, provides partners with a near-real-time automated process that identifies and alerts on traditional and advanced threats on a network, facilitating rapid response to threats and attacks. The Albert sensor(s) provide traditional Intrusion Detection System (IDS) monitoring, along with netflow and passive DNS collection and analysis. Through its 24/7/365 Security Operations Center (SOC), CIS manages the sensor(s) to identify malicious activity, and, following escalation procedures prescribed by the partner, provides notification of malicious activity. The use of open-source software allows CIS to provide enhanced monitoring capabilities in a more affordable, cost-effective way than a typical commercial IDS/IPS solution. The Albert Service is available only from CIS.*

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
**Government-specific focus and tailored to SLTT government's cybersecurity needs.**
- *Correlation of data from multiple public and private partners*
    - *Historical log analysis performed on all logs collected for specific threats reported by partners and/or trusted third parties.*
    - *When a major new threat is identified, CIS will search logs for prior activity. (Traditional monitoring services only alert going forward, from the date a signature is in place. There is no "look behind" to assess what activity may have already occurred.)*
  - *Statistical analysis of traffic patterns to areas of the world known for being major cyber threats. If abnormal traffic patterns are detected, analysts review the traffic to determine the cause, looking for malicious traffic that is not detected by signatures.*
  - *Signatures from forensic analysis of hundreds of SLTT cyber incidents are added to the signature repository.*
  - *Integration of research on threats specific to SLTTs, including nation-state attacks.*
  - *CIS staff permanently deployed at the National Cybersecurity and Communications Integration Center (NCCIC) in Washington, D.C, thus facilitating valuable real-time information sharing with federal partners and critical infrastructure sectors.*
  - *Experienced cybersecurity analysts who review each cybersecurity event, which results in minimizing the number of false-positive notifications, allowing the first responder to focus on actionable events.*
  - *Availability of an Incident Response Team for forensic and malware analysis, which is of no cost to SLTT government entities.*
  - *24/7/365 technical, research, and remediation support for cybersecurity incidents.*
4. What research has been done to verify this vendor as the only known source?  
***This service is unique to the Government sector and provided by MS-ISAC and designated by the U.S. Department of Homeland Security. There are no other known service providers available who can offer the combination of information and services as the data used by CIS is not available other organizations to utilize for commercial offerings.***
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources)  
 No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.  
***Yes, however, any network products selected would need to be compatible with present equipment.***
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?  
***This is the initial purchase. Once the product is in place, it can be removed without impact to the current performance and operation of our network. This product works in a monitoring mode and does not become a dependence of our operation.***
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole-source purchases have occurred since the initial purchase? Please state the previous purchase order number(s).  
***This is not a replacement or upgrade to anything in place. This would be considered an add-on to our network security and monitoring system. As stated in #7, this item does not become a dependence of our network and can be removed without performance or operational impact.***
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.  
***This is the first purchase of these types of services.***
10. What are the consequences of not securing this specific commodity/material?  
***The county network security risk would continue at the current level.***
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
11. How long is the sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?  
***The sole source approval is necessary for the length of time the county expect to use the Network Monitoring and Analysis Services. There is currently no anticipated replacement or substitution for these services.***

**PURCHASE AGREEMENT FOR  
ALBERT MONITORING SERVICES**

This PURCHASE AGREEMENT (Agreement) by and between the Center for Internet Security, Inc. ("CIS"), located at 31 Tech Valley Drive, East Greenbush, NY 12061-4134, and Boone County, Missouri ("Customer") with its principal place of business at: 801 E. Walnut, Columbia MO 65201 for Albert Monitoring Services, as defined herein below (CIS and Customer each a "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, CIS, through its Multi-State Information Sharing and Analysis Center (MS-ISAC) has been recognized by the United States Department of Homeland Security as the governmental ISAC and as a key Albert Monitoring resource for all fifty states, local governments, tribal nations and United States territories ("SLTTs"); and

**WHEREAS**, CIS operates twenty-four hours a day, seven days per week (24/7) Security Operations Center (SOC), as further described herein; and

**WHEREAS**, CIS offers fee-based Albert Monitoring Services (as defined herein) to SLTTs and Customer desires to procure such Albert Monitoring Services, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

**I. Definitions**

**A. Albert Monitoring Services.** Combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including software necessary for service delivery. Also referred to as "**Services**".

**B. Security Operation Center (SOC)** – 24 X 7 X 365 watch and warning center that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

**II. Selection of Albert Monitoring Services**

Subject to the terms and conditions contained herein, CIS hereby agrees to supply Customer with the Albert Monitoring Services as requested during the term of this Agreement. Initially, CIS shall provide Customer with the Albert Monitoring Services specified in Appendix A ("Initial Albert Monitoring Services"). Additional Albert Monitoring Services may be ordered by Customer during the Term of this Agreement by submitting a written request to CIS; such purchases are also subject to the terms and conditions contained in Appendix B described below, to extent applicable. The Service Start Date of subsequent orders for Albert Monitoring Services will be dependent upon CIS receiving sufficient information to begin services but shall terminate as of the end of the applicable Term, as

specified in Section V below. Additional Cyber Security Services may also be ordered by Customer by separate agreement with CIS.

Request for additional services should be sent to:

Center for Internet Security, Inc.  
31 Tech Valley Drive  
East Greenbush, NY 12061-4134  
Attn: CIS Services

or email to: [CIS\\_Services@cisecurity.org](mailto:CIS_Services@cisecurity.org)

### **III. Consideration, Payment Terms**

A. Consideration. As consideration for the Albert Monitoring Services requested by Customer, Customer hereby agrees to pay to CIS the costs for one year of the Albert Monitoring Services as specified in Appendix A.

B. Pricing for Subsequent Terms. At least ninety (90) days prior to the end of any Term of this Agreement, CIS shall provide Customer with updated pricing for Albert Monitoring Services to apply for the subsequent Term. Unless Customer terminates the Agreement in accordance with the provision of Section V(A) of this Agreement, the parties agree that Appendix A will be amended to incorporate the updated pricing for the subsequent Term.

C. Payment Terms. CIS shall invoice Customer for the Albert Monitoring Services. Unless otherwise agreed to by the Parties in writing, Customer shall pay CIS within 30 days of receipt of invoice.

### **IV. Additional Terms and Conditions**

Appendix B, which is attached hereto and incorporated herein, contains additional terms and conditions applicable to the purchase and implementation of Albert Monitoring Services.

### **V. Term of this Agreement; Termination**

A. Term; Renewal. This Agreement will commence on the date it is signed by both Parties (the "Effective Date"), and Albert Monitoring Services will start as of the date that all pre-service requirements as set forth in Appendix B are met and monitoring services are available (the "Service Start Date"). This Agreement shall continue in full force and effect for a period of twelve (12) months from the Service Start Date (the "Term"), unless otherwise earlier terminated pursuant to the terms of this Section V. The Agreement will automatically renew for an additional term(s) of one year unless either Party provides the other Party with written notice of its intent not to renew at least sixty (60) days prior to the end of the Term.

B. Termination. Either Party may terminate this Agreement during the Term by providing written notice to the Party ninety (90) days prior to termination. Unless otherwise specified in the additional terms and conditions related to the particular Albert Monitoring Service, either Party may terminate Albert

Monitoring Service being provided under this Agreement by providing written notice to the other Party sixty (60) days prior to termination of the service.

## **VI. Title, Limitation of Warranties and Liability**

A. Title. CIS will at all times retain title to software provided to Customer during the Term of this Agreement. Customer shall retain title to all hardware and/or software purchased by Customer to provide Services under this Agreement.

The Customer shall own all right, title and interest in its data that is provided to CIS pursuant to this Agreement. Customer hereby grants CIS a non-exclusive, non-transferable license to access and use such data to the extent necessary to provide Albert Monitoring Services under this Agreement.

B. LIMITATION OF LIABILITY. CIS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY ACT OR OMISSION OR OTHER PERFORMANCE RELATED TO THE PROVISION OF ALBERT MONITORING SERVICES OR FOR THE ACCURACY OF THE INFORMATION PROVIDED AS PART OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

## **VII. Confidentiality Obligation**

CIS acknowledges that certain confidential or proprietary information may either be provided by Customer to CIS or generated in the performance of the Albert Monitoring Services, including without limitation: information regarding the infrastructure and security of Customer's information systems; assessments and plans that relate specifically and uniquely to the vulnerability of Customer's information systems; the results of tests of the security of Customer's information systems insofar as those results may reveal specific vulnerabilities; or information otherwise marked as confidential by Customer ("Confidential Information"). The Customer acknowledges that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). Both Parties agree to hold each other's Confidential Information in confidence to the same extent and the same manner as each Party protects its own confidential information, but in no event will less than reasonable care be provided and a Party's information will not be released in any identifiable form without the express written permission of such Party or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the Customer shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees and CIS's federal partners provided that they agree to protect the Confidential Information to the same extent as required under this Agreement. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this Section VII. The obligations of the Parties pursuant to this paragraph shall survive the termination of this Agreement. Nothing in this Agreement shall prohibit CIS from using aggregated data of its

customers in any format for any purpose, provided that such data cannot be identified to or associated with Customer.

**VIII. Force Majeure**

Neither Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

**IX. No Third Party Rights**

Except as otherwise expressly stated herein, nothing in this Agreement shall create or give to third parties any claim or right of action of any nature against Customer or CIS.

**X. Assignment**

Neither Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

**XI. Notices**

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

**CIS**

**Name:** CIS Services  
**Address:** Center for Internet Security, Inc.  
31 Tech Valley Drive  
East Greenbush, NY 12061-4134  
**Phone:** (518) 880-0766  
**E-Mail:** [CIS\\_Services@cisecurity.org](mailto:CIS_Services@cisecurity.org)

**Customer Designee: Information Technology (for invoicing & support)**

**Name:** Boone County Government  
**Title:** Information Technology Department  
**Address:** 801 E. Walnut, Room 220  
Columbia MO 65201  
**Phone:** (573) 886-4315  
**E-Mail:** [helpdesk@boonecountymmo.org](mailto:helpdesk@boonecountymmo.org)

**Customer: Boone County Purchasing (for contract amendments, renewals)**

**Name:** Melinda Bobbitt  
**Title:** Director of Purchasing  
**Address:** 613 E. Ash Street  
Columbia MO 65201  
**Phone:** (573) 886-4391  
**E-Mail:** mbobbitt@boonecountymmo.org

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

**XII. Governing Law and Jurisdiction**

Unless otherwise specifically prohibited by the laws of Customer's jurisdiction, any disputes arising in connection with this Agreement shall be governed and interpreted by the laws of the State of Missouri without regard to its conflict of law provisions. In the event that the laws of Customer's jurisdiction require that the laws of that jurisdiction apply to all contracts entered into by Customer, then the laws of that jurisdiction shall apply.

**XIII. Non-Waiver**

None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is given in writing by the other Party. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the Agreement unless expressly set forth in such waiver.

**XIV. Entire Agreement; Amendments**

This Agreement and the appendices attached hereto constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This Agreement may only be amended as agreed to in writing by both Parties.

**XV. Partial Invalidity**

If any provision of this Agreement be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

**CENTER FOR INTERNET SECURITY, INC.**

**BOONE COUNTY, Missouri**

DocuSigned by:  
*Steve Gold*  
By: 6C0198DC07F44E4...  
Name: Steve Gold  
Title: VP, Cybersecurity Solutions  
Date: 2/27/2020

DocuSigned by:  
*Daniel K. Atwill*  
By: BA4B934CED6E4EB...  
Name: Daniel K. Atwill  
Title: Presiding Commissioner  
Date: 3/10/2020

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
*Charley J. Duffane*  
By: 56E0A0DDB0AC445...  
County Counselor

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

**AUDITOR CERTIFICATION**

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

DocuSigned by:  
*James E. Probst*  
By: F0D08ADB184244D...  
Signature 3/3/2020 1170-70100 (\$8,550); 2703-70100 (\$8,550)

**LIST OF APPENDICES**

**APPENDIX A-Initial Albert Monitoring Services Order**

**APPENDIX B-Additional Terms and Conditions for Albert Monitoring Services**



**APPENDIX A****For Albert Monitoring Services:**

<b>SKU</b>	<b>Description of Service</b>	<b>Qty</b>	<b>Annual Per Device</b>	<b>One Time</b>	<b>1<sup>st</sup> Year TOTAL</b>
CIS-ALB-MD-APP-PR-Y-A	Network Security Monitoring & Analysis Service w/ Appliance Utilization of Internet Connection - Size > 100Mbps - 1 Gbps	1	\$16,200		\$16,200
CIS-ALB-MD-APP-PR-O-A	Network Monitoring & Analysis Service - Sensor Initiation Service One Time Fee	1		\$900	\$900
	<b>Grand Total</b>				<b>\$17,100</b>

## APPENDIX B

### ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions set forth the respective responsibilities of CIS and Customer in establishing and maintaining Albert Monitoring Services.

#### I. CIS Responsibilities

CIS will provide the following as part of the Albert Monitoring Services, as specified below:

- A. Monitoring and Event Related Services.** CIS will provide the following monitoring and event related services:
1. Specifications for the sensor(s)/server(s) to be purchased by Customer for provision of the Albert Monitoring Services.
  2. Analysis of events from monitored devices for attacks and malicious traffic.
  3. Analysis of security events.
  4. Correlation of security data/logs/events with information from other sources.
  5. Notification of security events per the Escalation Procedures provided by Customer.
  6. 24/7 telephone (1-866-787-4722) availability for assistance with resolution of security events detected by the Albert Monitoring Services.
- B. Device Management:** CIS will be responsible for the correct functioning of devices used as part of Albert Monitoring Services, including ensuring that all upgrades, patches, configuration changes and signature upgrades are applied to such devices.
- C. Batch Queries:** CIS will process batch queries of Netflow data upon Customer request, with a limit of 10 queries per month per device. CIS maintains flow records for a period of three (3) months.

#### II. Customer Responsibilities

- A. Customer acknowledges and agrees that CIS's ability to perform the Albert Monitoring Services is subject to Customer fulfilling certain responsibilities listed below. Customer acknowledges and agrees that CIS shall not have any responsibility whatsoever to perform or to continue to perform Albert Monitoring Services in the event Customer fails to meet its responsibilities described below.
- B. For purposes of this Agreement, Customer acknowledges and agrees that only

those security devices supported by CIS fall within the scope of this Agreement.

C. Customer shall provide the sensor(s)/server(s) to be used for Albert Monitoring Services, using the specifications provided by CIS, and in type and numbers as agreed to in this Agreement. Customer shall also provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at Customer's expense

D. Customer shall provide the following to CIS prior to the commencement of Albert Monitoring Services and at any time during the Term of the Agreement if the information changes:

1. Current network diagrams to facilitate analysis of security events on the portion(s) of Customer's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
2. Reasonable assistance to CIS, including, but not limited to, providing all technical information related to the Albert Monitoring Service reasonably requested by CIS, to enable CIS to perform the Albert Monitoring Service for the benefit of Customer;
3. Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information, as well as a list of IP ranges and addresses that are not in use by Customer (DarkNet space);
6. Completed Pre-Installation Questionnaires (PIQ) in the form provided by CIS. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Cyber Device Monitoring Services;
7. A completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC)
8. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.

E. During the Term of this Agreement, Customer shall provide the following with respect to any Device Monitoring Services:

1. Written notification to CIS SOC ([SOC@cisecurity.org](mailto:SOC@cisecurity.org)) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Albert Monitoring Services;
2. Written notification to CIS SOC ([SOC@cisecurity.org](mailto:SOC@cisecurity.org)) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide Albert Monitoring Service;
3. A revised Escalation Procedure Form must be submitted when there is a

change in status for any POC.

4. Sole responsibility for maintaining current maintenance and technical support contracts with Customer's hardware vendors for any device affected by Albert Monitoring Services.

5. Active involvement with CIS SOC to resolve any tickets requiring Customer input or action; and

6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

121-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of

March

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Service Agreement for Child Abuse Prevention Projects between Boone County and the Children's Trust Fund.

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

Done this 10th day of March 2020.

ATTEST:

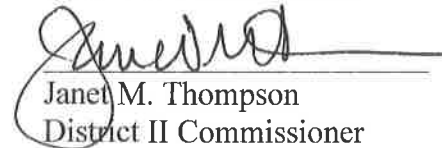
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**State of Missouri  
Children’s Trust Fund  
Contractual Service Agreement for Child Abuse Prevention Projects**

The contract is between the Children’s Trust Fund, hereinafter referred to as CTF and, Boone County, Missouri, hereinafter referred to as the Provider.

CTF is authorized under section 210.172(3)(a) RSMo., to enter into contracts with public or private agencies, schools, or qualified individuals to establish community-based educational and service prevention programs designed to prevent or alleviate child abuse or neglect.

**Witness:**

Whereas, CTF wishes to award funding to support community based and statewide organizations in building the capacity to prevent child maltreatment, as described in the Notice of Current Availability of Prevention Funds and Instructions (Request for Applications).

Whereas, the Provider has a history of child maltreatment prevention, desires to build on their experience to strengthen their capacity to prevent child maltreatment, and meets all eligibility criteria as outlined in the Grant Application.

Now therefore, in consideration of the mutual benefit to be desired by CTF and the Provider, the parties do hereby agree as follows:

**I. Duration of Contract**

- a) The obligations under this contract shall commence on January 1, 2020 and extend for six (6) months up through and including June 30, 2020 at which time the contract shall be eligible for two, one-year extensions.
- b) A binding contract shall consist of the contractual service agreement, approved project budget (Attachment 1), the provider’s application, Notice of Current Availability of Prevention Funds and Instructions (Request for Applications), and all amendments made to the contract during the contract period.
- c) The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

**II. Conditions of Participation**

- a) Subject to the terms of this contract, CTF will pay the Provider for actual and necessary costs incurred by the Provider for the implementation of the prevention project described in the written application submitted to and as approved by CTF.
- b) The Provider shall agree that this contract is conditioned upon funds being available to CTF and that such amount awarded to the Provider may be reduced during the contract period as deemed necessary by CTF.

- c) The Provider agrees to ensure that criminal and child abuse and neglect background checks are conducted as outlined in the CTF Notice of Available Funds and Instructions (Request for Applications).

**III. Records and Reporting**

- a) CTF personnel shall monitor the projects funded under this contract for evaluating those programs according to the specifications set out in the approved application. The Provider shall maintain program statistical records required by CTF and produce program narrative and statistical data at times prescribed by CTF.
- b) The Provider shall maintain program records with regard to services rendered and all statistics necessary to evaluate the program as described in the approved Narrative, Action Plan and Budget.
- c) The Provider shall, upon the request of CTF, allow authorized representatives of CTF and the State Auditor's office to access all records related to this contract. CTF shall maintain the right to audit said records for a period of five years from termination date.
- d) The Provider shall include the above-referenced records and reporting requirements in all subcontracts and assignment except that the grantee may neither assign nor enter into any subcontracts for the delivery of services contemplated by the parties to this contract without the express prior written approval of CTF.
- e) The Provider may subcontract if approved as a condition of this agreement and stipulated in the approved application.
- f) Subcontracts must be competitively bid in accordance with procedures established in Chapter 34, RSMo. and or by the Provider 's regulations, whichever is most stringent.
- g) CTF reserves the right to monitor funds expended under this agreement. CTF shall have the discretion to withhold payment if it determines that the Provider has failed to comply with the requirements.

**IV. Cost of Service/Method of Payment**

- a) The Provider shall invoice CTF for actual and necessary costs incurred by the Provider in delivery of project services during the invoice period. Invoicing shall follow the CTF Approved Project Budget attached to this contract, herein referred to as Attachment 1. Furthermore, the maximum cost of this contract shall not exceed **\$50,000 for Year 1 (FY 2020)** of the contract.

The Provider is eligible for two, one-year contract extensions, not to exceed the amounts detailed in the following schedule and contingent upon a renewal application process for each subsequent year:

**Year 2 (FY 2021): \$100,000**  
**Year 3 (FY 2022): \$100,000**

- b) The Provider will be reimbursed for services by submitting an invoice on a monthly basis to CTF. Invoices shall be submitted on an invoice form provided by CTF.

Payment to the Provider shall be made in arrears, but no more than three (3 months) in arrears, upon receipt of a properly submitted invoice and after a determination has been made by CTF that such expenditures were appropriate under the terms of this contract.

**V. Confidentiality**

The Provider shall keep all books and records relating to this project confidential and shall only supply them to those individuals approved by CTF or as required by law.

**VII. Insurance**

The Provider shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employee against any liability incurred or arising because of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the Provider must acquire and maintain adequate liability insurance.

**VIII. Provider Status**

The Provider serves as an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

**IX. Property of State**

All reports, documentation, and material developed or acquired by the Provider, as a direct requirement specified in the contract shall become the property of the State of Missouri. The Provider shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of CTF or as required by the Missouri Sunshine Law, Chap. 610, RSMo, or by an Order of any Court.

**X. Assignment and Cancellation**

- a) This contract shall be subject to modifications only upon the written agreement by and between CTF and the Provider (all requests for modifications due by April 1 of the contract year). However, as provided in Paragraph II(b) above, the Provider understands and agrees that CTF may be required unilaterally to reduce the amount of funds allocated if deemed necessary by CTF.



- b) Either party may cancel this contract with or without cause, provided written notice of cancellation is given thirty (30) days in advance to the other party, or the contract may be canceled by mutual agreement of both parties. All obligations to each other incurred by the parties under this agreement prior to cancellation shall be satisfied prior to that cancellation.

**XI. Acknowledgement**

Provider agrees to acknowledge the Children’s Trust Fund’s support for the approved project, including written acknowledgement on any materials produced as a result of the approved contract.

**XII. Conflict of Interest**

Officials and employees of the state agency, its governing body, or any other public official of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo. regarding conflict of interest.

**XIII. Contract Officers**

It is agreed that the Executive Director of the Children’s Trust Fund or designee shall serve as the contract officer for CTF. **JoAnne Nelson, Program Manager, Boone County Community Services Department** shall serve as the contract officers for the Provider.

**XIV. Authorized Personnel**

The Provider shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

**XV. Non-discrimination Statement**

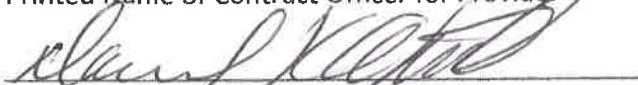
All parties agree to comply with: the 1964 Civil Rights Act, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981, and the Americans with Disabilities Act of 1990, and all other applicable federal and state laws which prohibit discrimination in the delivery of services on the basis of race, color, nationality, origin, age, sex, handicap/disability or religious beliefs.

  
\_\_\_\_\_  
Emily van Schenkhof, Executive Director

2/13/2020  
Date

Daniel B. Atwill  
\_\_\_\_\_  
Printed Name of Contract Officer for Provider

Presiding Commissioner  
Title

  
\_\_\_\_\_  
Signature of Contract Officer for Provider

3.10.2020  
Date


**BOONE COUNTY  
(By and through its County Commission):**

BY:   
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
Brianna L. Lennon, County Clerk

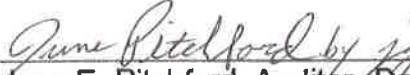
Boone County Children's Services Board

By:   
Board Chair

Approved as to legal form:

  
C.J. Dykhouse – County Counselor.

**Auditor Acknowledgment for Budgeting Purposes:**

 by *jj* 02/25/2020  
June E. Pitchford, Auditor Date  
*Revenue - No Encumbrance Required*

122 2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 10th day of March 2020


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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement between Boone County and True North of Columbia for Shelter for Victims of Domestic Violence.

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

Done this 10th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Fred J. Parry

District I Commissioner



Janet M. Thompson

District II Commissioner

## AGREEMENT

THIS AGREEMENT entered into this 20th day of February, 2020, by and between the County of Boone, Missouri, through its County Commission, hereinafter called "County", and True North of Columbia, Inc. hereinafter called "Provider";

WITNESSETH:

WHEREAS, County desires to purchase the following program service:

Shelter for Victims of Domestic Violence

as stated in the proposal, including any revisions, received by and on file with the County, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between County and Provider as follows:

I.

Provider agrees to furnish and County agrees to purchase:

Emergency shelter and supportive services for victims of domestic violence.

II.

Provider agrees that the services provided under this Agreement shall be provided to residents of Boone County and funds shall be spent as set forth in the FY2020 proposal on file with the County.

Provider certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Provider agrees to submit to and maintain with the County current versions of the following required documents of the contracted entity: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recently completed IRS 990 or 990 EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan.

IV.

Provider agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

V.

Provider agrees that it is responsible for all funds made available to Provider by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this Agreement.

VI.

This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the County. Any sub-contractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this Agreement.

VII.

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this Agreement. It is the responsibility of the Provider to identify and maintain insurance coverage which shall meet the Provider's obligation to indemnify the County as set out above.

VIII.

Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, age (employment), and familial status (housing).

IX.

**EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the Provider 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 Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

X.

County agrees to pay Provider the sum of \$23,294.32 (based on the cash balance available in Boone County Domestic Violence Account (Dept. #2030, Acct. # 86900) as of September 30, 2019) as follows:

A. The County will pay 50% of the contracted sum in January 2020.

B. The County will pay 50% of the contracted sum in July 2020.

XI.

Provider agrees to submit to the County an annual report, due by March 31, 2020, in the form and the medium proscribed by the County.

XII.

**NON-APPROPRIATION CLAUSE:** Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XIII.

This Agreement shall be for a term of one year commencing on January 1, 2020 and ending on December 31, 2020; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

XIV.

The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

XV.

There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.

XVI.

**RECORD RETENTION CLAUSE:** Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.









Company ID Number: 170868

**Approved by:**

<b>Employer</b> True North of Columbia, Inc.	
Name (Please Type or Print) Elizabeth Leigh Voltmer	Title
Signature Electronically Signed	Date 12/12/2008
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/12/2008

Company ID Number: 170868

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	True North of Columbia, Inc.
Company Facility Address	1316 Parkade Blvd. Columbia, MO 65203-0000
Company Alternate Address	P.O. Box 1367 Columbia, MO 65205-1367
County or Parish	BOONE
Employer Identification Number	431483863
North American Industry Classification Systems Code	624
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

123-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of

March

20 20




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

Now on this day, the County Commission of the County of Boone does hereby adopt the attached Indigent Cremation Policies and Procedures which updates and amends the prior policies adopted in Commission Order 165-2017.

Done this 10th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

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

## **Indigent Burial/Cremation Policies and Procedures**

WHEREAS, the County Commission wishes to update its indigent burial/cremation policies as previously adopted in Commission Order 165-2007; and

WHEREAS, Boone County is eligible to apply for reimbursements from the Indigent Burial Fund managed by The Greater Kansas City Community Foundation to cover the costs of burials of indigent citizens; and

WHEREAS, the County Commission wishes to restate and amend its policies and procedures for the processing of indigent burial/cremation funding requests.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Boone County Commission does hereby set the following rates for the payment of cremation of indigent persons as follows: \$400.00 per person, to the extent of funds available which are appropriated for that purpose.
2. No County monies shall be paid for cremation unless the deceased's closest next of kin, if any are known and available, shall present to the Commission an affidavit signed by said next of kin, on a form prescribed by the County Commission, stating that, to the best knowledge and belief of affiant the deceased's net estate at the time of death was of a value less than \$500.00 and also stating that there is no next of kin known to have legal responsibility for the support of the deceased nor anyone else willing to pay the expense of burial/cremation. In addition to the next of kin affidavit, the funeral home undertaking the cremation shall present to the Commission an affidavit, on a form prescribed by the Commission, verifying that the funeral home has no knowledge of assets of the deceased which in total would amount to \$500.00 or more. If there is no next of kin known and available to complete the next of kin affidavit, the County Commission may allow reimbursement solely on the funeral home affidavit. The funeral home will also provide a copy of the death certificate to facilitate the County's request for reimbursement from the Indigent Burial Fund as described in this policy.
3. The Funeral Director of any Funeral homes seeking reimbursement under this policy shall to the best of their ability determine whether there is any known next of kin claiming to exercise authority over the disposition of the body, and if not, notify the Secretary of the Anatomical Board pursuant to RSMo Sec. 194.150, to the end that the body may be made available to an educational institution for the promotion or application of anatomical knowledge.
4. No autopsy shall be performed on any dead body when notification to the State Anatomical Board is required per RSMo Sec. 194.170, unless authorized by the Secretary of the Board.

5. If the body of an indigent person is not delivered to the custody of the State Anatomical Board, it shall be cremated upon authority of the medical examiner unless the closest next of kin, on a form prescribed by the County Commission, registers objection to cremation after due notice and before the expiration of 72 hours after death.
6. The County Commission will seek the cooperation of funeral homes in Boone County for the burial/cremation of indigents and will further endeavor to rotate the undertaking fairly among them. Payments for cremations under this policy shall be made only to a funeral home with a location in Boone County.
7. The County Commission shall maintain a register of the names of all persons for whom indigent burial/cremation is sought, indicating those for which payment was made, the times of/or receipt of notice, the amount, date and to whom paid, and whether the body was delivered to the State Anatomical Board, cremated or buried; the documentation proving indigence and associated papers shall be retained for at least five (5) years.
8. County Commission staff shall apply for reimbursement for each cremation payment made under this policy from the Indigent Burial Fund operated by The Greater Kansas City Community Foundation on the forms and per the procedures set out by The Greater Kansas City Community Foundation for that purpose. Any reimbursements received from the Indigent Burial Fund shall be receipted as County funds to the department and account designated by the Boone County Auditor's office.
9. All claims for reimbursement under this policy must be filed with the County Commission's office within one (1) year of the date of death as shown on the provided death certificate.