

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 16

In the County Commission of said county, on the 10th day of May 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One – Assignment of Contract MM64, Gasoline and Diesel Fuel Term and Supply.

The terms of this amendment are stipulated in the attached Contract Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One, Gasoline and Diesel Fuel.

Done this 10th day of May, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash St., Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter, Buyer
DATE: April 13, 2016
RE: Amendment Number One – Assignment of Contract MM64 – Gasoline and Diesel Fuel – Term and Supply

Contract MM64 – Gasoline and Diesel Fuel – Term and Supply was approved by Commission for award to Brownfield Oil Company, Inc. on February 20, 2014, commission order 74-2014

Effective April 6, 2016 MFA Oil Company purchased Brownfield Oil Company. The attached amendment assigns the contract to MFA Oil Company.

Invoices will be paid from departments 2040 Public Works Maintenance Operations, Account 59000 Motor fuel/Gasoline.

cc: Greg Edington, PW
Contract File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
GASOLINE AND DIESEL FUEL – TERM AND SUPPLY**

The Agreement **MM64** dated February 20, 2014 made by and between Boone County, Missouri and Brownfield Oil Company, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **MM64** is hereby assigned to **MFA Oil Company** from Brownfield Oil Company, Inc. per the attached Agreement and Consent to Assignment of Contract document signed by ~~Jan Hlar~~ **Jon Ihler** of MFA Oil Company and Matthew Brownfield of Brownfield Oil Company, Inc. on April 6, 2016.
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.

MFA OIL COMPANY

by *Jon Ihler*
title *VP Sales and Marketing*

BOONE COUNTY, MISSOURI

by Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by: *[Signature]*
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jan E. Pitchford
Signature *by [initials]*

4/27/16
Date

2040- 59000 Term and Supply
No Encumbrance Required
Appropriation Account



CITY OF COLUMBIA
PURCHASING DIVISION

Melissa Pasley
701 E Broadway, 5th Floor
COLUMBIA, MO. 65201
Phone (573) 817-5005
Melissa.Pasley@CoMo.gov

4/6/2016

Brownfield Oil Company
Attn: Matthew Brownfield
1415 Riley Industrial Dr.
Moberly, MO 65270

Re: Assignment of Contract #MM 64 for Gasoline and Diesel Fuel

To assign the above-referenced contract from Brownfield Oil Company to MFA Oil Company the following documentation must be submitted to process the assignment of contract.

1. Agreement and Consent form - The Agreement and Consent form is for assignment of the above-referenced contract from Brownfield Oil Company, to MFA Oil Company, and is being sent to you for signature by the Assignor.
2. Enrollment Documentation, and Affidavit of Work Authorization form - Enrollment Documentation and Affidavit of Work Authorization form must be completed and signed by an authorized representative of MFA Oil Company. Pursuant to section 285.525, RSMo, pertaining to section 285.530, RSMo, the authorized representative of MFA Oil Company must:
 - ✓ Submit a notarized Affidavit of Work Authorization provided with the form, and
 - ✓ Provide documentation affirming the new business entity's (*Assignee*) enrollment and participation in the E-Verify federal work authorization program.
 - ✓ The City of Columbia's insurance requirements have been attached to this Assignment of Contract. The Assignee must provide a Certificate of Insurance meeting these requirements as set forth herein.

Once each of the attached documents has been completed, please forward all required documentation to my attention at the City of Columbia via, email (Melissa.pasley@como.gov), or mail (701 E. Broadway, 5th Floor, Columbia, MO 65201). The assignment will become effective when a Notice of Assignment of Contract accepting the assignment is issued by the City of Columbia.

Thank you for your cooperation. Should you have any questions, please contact me at (573) 817-5005.

Melissa Pasley

Melissa Pasley

Attachments

**AGREEMENT AND CONSENT
TO ASSIGNMENT OF CONTRACT**

Please complete below with information on
current contractor

Name: Brownfield Oil Company, Inc
 Address: Po Box 386
 City/State/Zip: Moberly, Mo 65270
 FEIN # 43-0962237
 Vendor # 2634
 (Assignor)

Please complete below with information on new
contractor

Name: MFA Oil Company
 Address: L Ray Young Dr
 City/State/Zip: Columbia, Mo 65205
 FEIN # _____
 Vendor # _____
 (Assignee)

RE: Contract # MM64

Effective Date of Assignment: 4-6-16

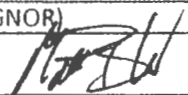
The Assignor, as named above, assigns the contract in its entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles the City of Columbia to performance by Assignee of all obligations under the contract.

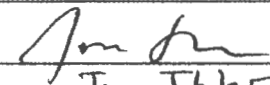
This Agreement and Consent shall not be final until it is incorporated into the subject contract by Notification of Assignment of Contract by the City of Columbia.

IN WITNESS THEREOF, the parties hereto have executed this Agreement and Consent on the date as stated below.

(ASSIGNOR)

SIGNATURE: 
 PRINTED NAME: Matthew Brownfield
 TITLE: PRESIDENT
 DATE: 4/6/16

(ASSIGNEE)

SIGNATURE: 
 PRINTED NAME: Jim Iklar
 TITLE: VP Sales and Marketing
 DATE: 4/6/16

Insurance Requirements

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

- a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
- b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Business Auto Liability Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
- f. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or

to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

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

EXHIBIT B
NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

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

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

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

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

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

County of Randolph)
State of Missouri)SS.

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

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

Affiant

Jon Ihler

Printed Name

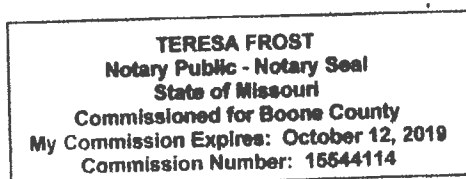
Personally appeared before me, a Notary Public, within and for the County of

Randolph

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

Subscribed and sworn to me this 6th day of April, 2016.

My Commission expires 10-12, 2019.



Teresa Frost
(Notary Public)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 16

In the County Commission of said county, on the 10th day of May 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance (NJPA) Cooperative Contract 070313 – KBA to purchase one (1) Kubota Zero Turn Mower from Kubota Tractor Corporation with Columbia Lawn and Leisure as the local distributor and dispose of one (1) 1995 Ford FD3930 Tractor, asset tag 9220.

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

Done this 10th day of May, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 29, 2016

FIXED ASSET TAG NUMBER: 9220

DESCRIPTION: 1995 Ford FD3930 Tractor

RECEIVED

REQUESTED MEANS OF DISPOSAL: Sell

MAR 31 2016

OTHER INFORMATION: Serial Number: BD93195; Hours: unknown (hour meter is broken)

BOONE COUNTY AUDITOR

CONDITION OF ASSET: Fair

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

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 3-14-95

RECEIPT INTO 2040-3835 HA

ORIGINAL COST \$ 28,156.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1605

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 224-2016

DATE APPROVED 5-10-16

SIGNATURE 

224-2016

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: April 27, 2016
RE: Cooperative Contract: 070313-KBA – Kubota Zero Turn Mower

Public Works request permission to utilize the National Joint Powers Alliance (NJPA) cooperative contract number 070313-KBA to purchase one (1) Kubota Zero Turn Mower with Kubota Tractor Corporation with Columbia Lawn and Leisure as the local distributor.

Total cost of contract is \$13,624.40 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Machinery and Equipment. \$12,500 is budgeted. Per Greg Edington there is currently a cost savings in the account to cover the difference.

The Purchasing Department requests permission to dispose of the following surplus: 1995 Ford FD3930 Tractor, fixed asset tag 9220. Attached is the Disposal Form for signature.

cc: Greg Edington, PW
Contract File

**PURCHASE AGREEMENT
FOR
KUBOTA ZERO TURN MOWER**

THIS AGREEMENT dated the 10th day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Kubota Tractor Corporation**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) new **Kubota Zero Turn Mower** in compliance with all bid specifications and any addendum issued for the National Joint Powers Alliance (NJPA) cooperative contract number **070313-KBA**, Kubota Tractor Corporation Quote Number ZD1211L-72 and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NJPA contract 070313-KBA and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) 24.8hp 72" diesel zero turn mower as follows:

Model	Description	Qty	Base Price	Discount	Price
ZD1211L-72	24.8hp 72" Diesel Zero Turn Mower	1	\$16,543.00	\$3,308.60	\$13,234.40
	Freight Cost				\$140.00
	PDI & Delivery				\$250.00
	Total				\$13,624.40

For a grand contract total of Thirteen Thousand, Six Hundred Twenty Four Dollars and Forty Cents (\$13,624.40).

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 4-6 weeks after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

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

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

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

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

KUBOTA TRACTOR CORPORATION

by *Ann Bennett*
title *Direct Sales Manager*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

W. B. Beckett
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

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

Jane E. Pitchford
Signature *by cog*

4/27/16
Date

2040-92300 - \$13,624.40

Appropriation Account

x

ZD1211L-72 WEB QUOTE
 Date: 2/29/2016 11:15:30 AM
 - Customer Information -
 Haley, Cheli
 Boone County Purchasing
 chaley@boonecountymo.org
 (573)886-4392

To order equipment - purchase orders must be
 made out and returned to

Kubota Tractor Corporation
 3401 Del Amo Blvd.
 Torrance, CA 90503
 or email NA.Support@kubota.com
 or call 310-303-7834 or fax 844-582-1581

- Standard Features -

- Custom Options -



ZD1200 Series

ZD1211L-72

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
 D1105
 24.8 Gross HP @ 3000 rpm
 68.5 cu. in. Displacement
 12v 430 Amp Hr. Battery
 14 Amps Charging Output

TRANSMISSION

Hydrostatic Drive
 (2) HST w/Gear Reduction
 Brake - Wet Multi Disks
 Forward Speeds 0 - 10.6 mph
 Reverse Speeds 0 - 5.3 mph

**STEERING / MOTION
 CONTROL**

(2) Hand Levers, Adjustable
 Hydraulically Damped,
 Adjustable

POWER TAKE OFF

Hydraulic Independent PTO
 Shaft Drive Mower Deck
 Wet Disk Clutch

FLUID CAPACITY

Fuel Tank 13.1 gal
 Engine Coolant w/ Recovery
 tank 3.96 qts
 Crankcase w/ Filter 4.1 qts
 Transmission Case and Axle
 Gear 12.8 qts

+ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
 Rear 26 x 12.0 - 16 Turf, Low Profile

SAFETY EQUIPMENT

Electric Key Shut Off
 Control Lever Safety Switch
 Parking Brake Safety Switch
 Foldable ROPS
 Seat Safety Switch

DIMENSIONS

Height 78.7"
 Length 93.7"
 Width Overall 85.8"
 Wheelbase 61.4"

OPERATING FEATURES

Zero Turn Radius
 Adj. Front Axle: Rigid/Oscillating
 Dual Element Air Filter
 Deluxe Suspension Seat
 Hands-free Hydraulic Deck Lift
 Hands-free Parking Brake
 Cup Holder

SIDE DISCHARGE MOWER

60" and 72" Kubota PRO Deck
 w/ACS
 8 Gauge, 6" Deep Deck
 1-5" Cut Height, Adjustable
 1/4" Increments
 Flexible Discharge Cover
 3 Blades

ZD1211L-72 Base Price: \$16,543.00

Configured Price: \$16,543.00

NJPA 070313-KBA Discount: (\$3,308.60)

NJPA 070313-KBA Price: \$13,234.40

Dealer Assembly: \$0.00

Freight Cost: \$140.00

PDI: (\$1.00)

PDI \$251.00

Total Unit Price: \$13,624.40

Quantity Ordered: 1

Final Sales Price: \$13,624.40

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

ZD1200 Series

Specifications

ZD1211-60 - ZD1211-72



Model		ZD1211		ZD1211L			
		ZD1211-60	ZD1211R-60R	ZD1211L-72	ZD1211RL-72R		
Engine	Model	Kubota D1105-E4-ZD-2					
	Type	Diesel, liquid-cooled(3 cyl.)					
	Max. horsepower (Gross)*	HP	24.8@3000rpm				
	Total displacement	cu.in. (cc)	68.53 (1123)				
	Starting system		Key switch				
Dimensions	Overall length	in. (mm)	89.0 (2260)		93.7 (2380)		
	Overall width	(w/ mower)	in. (mm)	73.8 (1875)	63.0 (1600)	85.8 (2180)	75.2 (1910)
		(w/o mower)	in. (mm)	59.4 (1510)		60.6 (1540)	
	Overall height	(w/ ROPS upright)	in. (mm)	78.7 (200)			
		(w/ ROPS folded)	in. (mm)	64.6 (1640)			
Wheel base		in. (mm)	56.7 (1440)		61.4 (1560)		
Tread	Front	in. (mm)	41.9 (1064)		49.2 (1250)		
	Rear	in. (mm)	47.6 (1210)				
Tire size	Front		15 × 6.0-6, Smooth semi-pneumatic				
	Rear		26 × 12.0-16, Low profile tire				
Weight (w/ mower)		lbs. (kg)	1676 (760)	1687 (765)	1742 (790)	1775 (805)	
Transmission system			2-HST w/ Gear reduction				
Speed control			2-hand levers				
Travel speed range	Forward	mph (km/h)	0-10.6 (0-17.0)				
	Reverse	mph (km/h)	0-5.3 (0-8.5)				
Brake type			Wet multi disks, foot applied, released				
PTO	Type		Shaft drive				
	Clutch type		Hydraulic independent PTO clutch with wet multi disks				
	PTO brake		Wet single disk				

ZD1200 Series

Specifications

ZD1211-60 - ZD1211-72



Mower deck	Model	RCK60P-1200Z	RCK60RP-1200Z	RCK72P-1200Z	RCK72RP-1200Z
Mower deck type		Kubota ProDeck with ACS	Kubota ProDeck	Kubota ProDeck with ACS	Kubota ProDeck
Mower lift system		Hydraulic			
Deck depth	in. (mm)	6.0 (152.4)	5.5 (140)	6.0 (152.4)	5.5 (140)
Belt type		Multi-belt			
Deck steel thickness	in. (mm)	0.16 (4.2)			0.18 (4.5)
Anti-scalp roller		Swivel			
Cutting width of mower		60 (1524)		72 (1829)	
Number of blades		3 blades			
Cutting height	in. (mm)	1-5 (25-127)			
Mounting system of mower		Quick joint, parallel linkage			
Blade tip speed (max.)	FPM	18050	16900	18050	18000
Seat		Deluxe suspension seat with Reclining and Lumber Support			
Engine stop system		Key stop			
Fuel tank capacity	gals. (lrs.)	12.9 (48.8)			
Battery		Maintenance free battery : 12 V, CCA : 430A , RC : 80 min			
Alternator capacity		AC Dynamo : 14 Amps @ 14 Volts			
Water temperature indicator		Standard			
Hour meter		Standard			
Fuel gauge		Standard			

* Power(HP) specifications for individual diesel engine models are rated pursuant to Society of Automobile Engineers(SAE) J1940 based on gross output testing performed in accordance with SAE J1995 without the air cleaner and muffler. Diesel engine hp will be higher than actual engine power which is affected by accessories, application, engine speed, ambient operating conditions and other factors. The gross engine horsepower information is for comparison purpose only. The company reserves the right to change the above specifications without notice. This brochure is for descriptive purposes only. Please contact your local Kubota dealer for warranty information. For your safety, Kubota strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications.

x

ZD1211L-72 WEB QUOTE
 Date: 2/29/2016 11:15:30 AM
 - Customer Information -
 Haley, Cheli
 Boone County Purchasing
 chaley@boonecountymmo.org
 (573)886-4392

To order equipment - purchase orders must be
 made out and returned to:

Kubota Tractor Corporation
 3401 Del Amo Blvd.
 Torrance, CA 90503
 or email NA.Support@kubota.com
 or call 310-303-7834 or fax 844-582-1581

- Standard Features -

- Custom Options -

x

ZD1200 Series ZD1211L-72
 *** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
 D1105
 24.8 Gross HP @ 3000 rpm
 68.5 cu. in. Displacement
 12v 430 Amp Hr. Battery
 14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
 Control Lever Safety Switch
 Parking Brake Safety Switch
 Foldable ROPS
 Seat Safty Switch

TRANSMISSION

Hydrostatic Drive
 (2) HST w/Gear Reduction
 Brake - Wet Multi Disks
 Forward Speeds 0 - 10.6 mph
 Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 78.7"
 Length 93.7"
 Width Overall 85.8"
 Wheelbase 61.4"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
 Hydraulically Damped,
 Adjustable

OPERATING FEATURES

Zero Turn Radius
 Adj. Front Axle: Rigid/Oscillating
 Dual Element Air Filter
 Deluxe Suspension Seat
 Hands-free Hydraulic Deck Lift
 Hands-free Parking Brake
 Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
 Shaft Drive Mower Deck
 Wet Disk Clutch

SIDE DISCHARGE MOWER

60" and 72" Kubota PRO Deck
 w/ACS
 8 Gauge, 6" Deep Deck
 1-5" Cut Height, Adjustable
 1/4" Increments
 Flexible Discharge Cover
 3 Blades

FLUID CAPACITY

Fuel Tank 13.1 gal
 Engine Coolant w/ Recovery
 tank 3.96 qts
 Crankcase w/ Filter 4.1 qts
 Transmission Case and Axle
 Gear 12.8 qts

+ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
 Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211L-72 Base Price: \$16,543.00
 Configured Price: \$16,543.00
 NJPA 070313-KBA Discount: (\$3,308.60)
 NJPA 070313-KBA Price: \$13,234.40
 Dealer Assembly: \$0.00
 Freight Cost: \$140.00
 PDI: (\$1.00)
 PDI: \$251.00

Total Unit Price: \$13,624.40
 Quantity Ordered: 1
 Final Sales Price: \$13,624.40

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



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

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,

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

Company Name: Kubota Tractor Corporation Date: 6/19/2013

Company Address: 3401 Del Amo Blvd.

City: Torrance State: CA Zip: 90503

Contact Person: Tim L. Bauer Title: National Accounts Manager

Authorized Signature (ink Only) *Tim L. Bauer* *Tim L. Bauer* Tim L. Bauer
6/20/2013



Form E

Contract Acceptance and

Award

(To be completed only by NJPA)

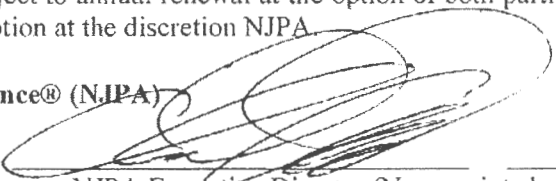
NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Proposer's full legal name Kubota Tractor Corporation

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

The effective date of the Contract will be September 11, 20 13 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

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

Awarded this 20th day of August 20 13 NJPA Contract Number # 070313 - KBA

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

Executed this 20th day of August 20 13 NJPA Contract Number # 070313 - KBA

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

Vendor Name: Kubota Tractor Corporation

Vendor Authorized signature: Greg Embury

Greg Embury
(Name printed or typed)

Executed this 20th day of August 20 13 NJPA Contract Number # 070313 - KBA



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

for the procurement of

GROUND MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

RFP Opening

July 3, 2013

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #070313

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of GROUND MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning May 15, 2013 and continuing until June 18, 2013. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until July 2, 2013 at 4:30 p.m. Central Time at the above address and opened July 3, 2013 at 8:00 A.M. Central Time.

RFP Timeline

May 15, 2013

Publication of RFP in the print and online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com

June 11, 2013

10:00 A.M. Central Time

Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)

June 18, 2013

Deadline for RFP requests and questions.

July 2, 2013

Deadline for Submission of Proposals

4:30 P.M. Central Time

July 3, 2013

Public Opening of Proposals

8:00 A.M. Central Time

*Direct questions regarding this RFP to:
Maureen Knight at maureen.knight@njpacoop.org (218)894-1930*

Methods and guidelines for submitting questions are detailed within the body of this document.

TABLE OF CONTENTS

1. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
 - H. Inquiry Period
 - I. Pre-Proposal Conference
2. DEFINITIONS
 - A. Proposer – Vendor
 - B. Contract
 - C. Time
 - D. Proposer’s Response
 - E. Currency
 - F. FOB
3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
 - A. Pre-Proposal Conference
 - B. Identification of Key Personnel
 - C. Proposer’s Exceptions to Terms and Conditions
 - D. Formal Instructions to Proposers
 - E. Questions and Answers About This RFP
 - F. Modification or Withdrawal of a Submitted Proposal
 - G. Value Added Attributes, Products/Services
 - H. Certificate of Insurance
 - I. Order Process and/or Funds Flow
 - J. Administrative Fees
4. PRICING STRATEGIES
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Hot List Pricing
 - D. Ceiling Price
 - E. Volume Price Discounts
 - F. Sourced Product/Equipment /Open Market Items
 - G. Cost Plus a Percentage of Cost
 - H. Total Cost of Acquisition
 - I. Requesting Product and Service Additions/Deletions
 - J. Requesting Pricing Changes
 - K. Price and Product Changes Format
 - L. Single Statement of Pricing – Historical Record of Pricing
 - M. Payment Terms
 - N. Sales Tax
 - O. Shipping and Shipping Program
 - P. Normal Working Hours
5. MARKETING PLAN
6. PROPOSAL OPENING PROCEDURE
7. EVALUATION OF PROPOSALS
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Other Consideration
 - E. Cost Comparison
 - F. Product Testing
 - G. Past Performance Information
 - H. Waiver of Formalities
8. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sale Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
9. GENERAL TERMS AND CONDIITONS
 - A. Advertisement of RFP
 - B. Advertising a Contract Resulting From This RFP
 - C. Applicable Law
 - D. Assignment of Contract
 - E. List of Proposers
 - F. Captions, Headings, and Illustrations
 - G. Data Practices
 - H. Entire Agreement
 - I. Force Majeure
 - J. Gratuities
 - K. Hazardous Substances
 - L. Legal Remedies
 - M. Licenses
 - N. Material Suppliers and Sub-Contractors
 - O. Non-Wavier of Rights
 - P. Protests of Awards Made
 - Q. Provisions Required by Law
 - R. Right to Assurance
 - S. Suspension or Disbarment Status
 - T. Affirmative Action
 - U. Severability
 - V. Relationship of Parties
10. FORMS
 - A, B, C, D, E, F, G & P
11. PRE-SUBMISSION CHECKLIST

I. INTRODUCTION

A. ABOUT NJPA

- 1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.
- 1.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at <http://www.njpacoop.org/contract-purchasing-solutions/contracts>.
- 1.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.
- 1.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.
- 1.4** NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

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

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

- 1.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:
- 1.6.1** National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally

advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

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

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

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

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10. A national contract awarded by the NJPA Board of Directors: The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

1.11 NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.11.1 Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

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

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

E. SCOPE OF THIS RFP

1.14 The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **GROUND MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP.

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

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

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

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

1.20 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

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

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

1.21 Additional Definitions for the scope of this solicitation.

1.21.1 In addition to **GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES**, this solicitation should be read to include, but not limited to:

1.21.1.1 Lawn care related equipment, parking area maintenance equipment, sidewalk and walking path maintenance equipment, tree, shrubbery, or other forms of vegetation maintenance equipment, grounds de-cing and snow removal equipment and supplies, and equipment associated with the removal of debris from grounds.

1.21.1.2 This solicitation shall NOT be construed to include: "Irrigation Equipment with Related Chemicals, Fertilizers, Minerals, Equipment, Supplies and Services", "Heavy Construction Equipment", or "Ag Tractors".

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

1.22 Suggested Solutions Options

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

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

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

1.22.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage,

personnel with the necessary expertise to complete these tasks internally or through other independent contractors

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

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

1.23 Overlap of Scope:

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

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

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

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

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

1.27 Contract Term: At NJPA’s option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an

existing NJPA procurement contract for the same or similar product/equipment and services.

1.27.1 NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

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

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

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

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

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

F. EXPECTATIONS FOR EQUIPMENT, PRODUCTS AND SERVICES BEING PROPOSED

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

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

1.33.2 Technical Descriptions/Specifications. Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

1.34 Important note: NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and

services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

1.35 Commonly used Product/Equipment and Services: It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

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

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

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

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

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

G. SOLUTIONS BASED SOLICITATION

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

H. INQUIRY PERIOD

1.42 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests". RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to provide a finite group of Potential Bidders to invite to, and attend the pre-bid conference.

I. PRE-PROPOSAL CONFERENCE

1.43 All Potential Bidders inquiring during the inquiry period will be invited to the OPTIONAL "Pre-Bid Conference" via the e-mail address used to make their inquiry. The purpose of the pre-bid conference is to allow Potential Bidders to ask questions and hear answers from their own questions and the questions of

other Potential Bidders.

DEFINITIONS

A. PROPOSER - VENDOR

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

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

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

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 "Contract" as used herein shall mean cumulative documentation consisting of this RFP, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E, "Acceptance and Award" with final terms and conditions.

Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

C. TIME

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

D. PROPOSER'S RESPONSE

2.8 A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

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

F. FOB

2.10 FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point.

2.11 FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

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

B. IDENTIFICATION OF KEY PERSONNEL

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

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

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

D. FORMAL INSTRUCTIONS TO PROPOSERS

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

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

3.8 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following format:

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

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on a CD (Compact Disc) or flash drive. The first copy shall be identified as the "Evaluation Copy" and the second copy will be identified as the "Public Records" copy. Both copies shall contain completed Forms A,B,C,D,F & P, your statement of products and pricing together with all appropriate attachments, a copy of your audited financial statements from previous year end(or an unaudited copy if an audited copy is not available). However, your "Public Record Copy" shall have all "Confidential information" information redacted. You will be responsible for citing specific legal authority for each redaction as identified herein.

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be

executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

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

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

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

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

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

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

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

E QUESTIONS AND ANSWERS ABOUT THIS RFP

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

3.15 Submit all questions about this RFP, in writing, referencing “**GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 894-1930. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

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

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

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

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers

using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

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

F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

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

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

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

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

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

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

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

H. CERTIFICATE OF INSURANCE

3.29 Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a “Certificate Holder” and an “Additional Insured”. Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

3.30 Vendor, upon award, shall be required to maintain the following insurance coverage during the term of the NJPA Contract:

- (1) Workers Compensation insurance (Occurrence) with the following minimum coverage: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.
- (2) Commercial General Liability Policy per occurrence \$1,000,000.
- (3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer’s personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

I. ORDER PROCESS AND/OR FUNDS FLOW

3.32 Please propose an order process and funds flow. Please choose from one of the following:

3.32.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State

Law and approved by the Board of Directors.

3.32.3 Other: Please fully identify.

J. ADMINISTRATIVE FEES

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

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

3.33.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

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

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

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

K. RFP CONTRACT TERMS

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

4.2 RFP is an "Indefinite Quantity Product/Equipment and Related Service Price and Program Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer's Response.

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

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at

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

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.11 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Catalogue or List Price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

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

4.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

4.14 Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a "Sourced Product/equipment pricing model" as defined herein. See Section F

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

4.16 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

C. HOT LIST PRICING

4.17 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a “Hot List Selection” of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the “Hot List” at any time.

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

4.19 Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

D. CEILING PRICE

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

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

E. VOLUME PRICE DISCOUNTS

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

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

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

F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

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

4.26 An awarded Vendor resulting from this RFP may “Source” equipment/products and related services

for NJPA or an NJPA Member to the extent they:

4.26.1 Identify all such equipment, products and services as “Sources Product/Equipment ” or “Open Market Items” on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.26.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.26.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member.

G. COST PLUS A PERCENTAGE OF COST

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

H. TOTAL COST OF ACQUISITION

4.28 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

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

4.29 For example, if you are proposing equipment/products only (IE, FOB Proposer’s dock) your proposal would identify your deviation from the “Total Cost of Acquisition” of contracted equipment/products. The “Proposal should reflect that the contract does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities.” In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user’s location would require a disclosure of “None”.

I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

4.30 Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

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

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

4.33 NJPA’s due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the “Best Interests of NJPA and NJPA Members.” We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the “Best Interests of NJPA and NJPA Members” when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the

procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product/equipment line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

4.36 NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.37 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is highly valued when we are documenting price reductions.

4.38 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

4.39 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.40 All price and product change requests must be submitted using the **NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM** found at the very end of this solicitation. NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

4.40.1 A cover letter:

- a. Please address the following subjects in your cover letter:
 - i. What product/equipment and related service prices are changing?
 - ii. How much are the prices changing?
 - iii. Why are the prices changing?

iv. Any additions or deletions from the previous product/equipment and related services list and the reason for the changes.

b. The specifics of the product/equipment and price changes will be listed in the excel spreadsheets identified below. Please take a more general “Disclosure” approach to identifying changes in the cover letter.

i. If applicable and **for example**, indicate “All paper equipment/products and services increased 5 % in price due to transportation and fuel costs.”

ii. If applicable, for instance, indicate, “The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400’s 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the “Hot List” at a 20% discount from previous pricing until remaining inventory is liquidated.”

4.40.2 An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of “(Vendor Name) pricing effective XX/XX/XXXX.”

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

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

ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

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

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

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

M. PAYMENT TERMS

4.45 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

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

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate

- of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

N. SALES TAX

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

O. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See “The Total Cost of Acquisition” for the equipment/products and related services.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

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

4.53 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

4.54 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the “Shipping Program” of a Proposer’s Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very

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

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

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

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

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

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

B. NORMAL WORKING HOURS

4.61 Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

C. INTERNAL MARKETING PLAN

5.1 Internal Marketing Plan: If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).
- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA

Members through your marketing and sales efforts.

5.1.2 Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.

5.1.2.1 Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force or dealer network gathered at national or regional events in the near future? Does your sales force or dealer network have the ability to participate in sales training webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

5.1.4 Sales Management Contract Training.

5.1.4.1 NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

5.1.4.2 Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

5.2.1 identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their

products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

5.4.2 Contract announcements and advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshow and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

- | | |
|--------|--|
| NAEP | National Association of Education Procurement |
| I-ASBO | International Association of School Business Officials |
| NIGP | National Institute of Government Purchasing |

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate

membership.

6. PROPOSAL OPENING PROCEDURE

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

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 Overall Evaluation (FORM G) - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.2 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2.1. Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Evaluation Committee based on criteria identified as being both "optional" and "having additional value."

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

7.5 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.6 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. These processes establish final points for submitted price levels.

7.7 The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon

request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.8 Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.9 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.10 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

7.11 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.12 The Proposal Evaluation Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.

C. PROPOSAL EVALUATION CRITERIA

7.13 Reduction of Evaluation Points. The following items will be sufficient cause to reduce evaluation points.

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

7.14 Evaluation Criteria

7.15 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.

9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.
21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

D. OTHER CONSIDERATION

7.16 Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

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

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

7.19 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this

RFP as restrictive.

7.20 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

7.21 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.22 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.23 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

7.24 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.25 Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available). The Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.26 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.27 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

E. COST COMPARISON

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

F. PRODUCT TESTING

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

G. PAST PERFORMANCE INFORMATION

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

H. WAIVER OF FORMALITIES

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

I. PURCHASE ORDERS

A. SUBSEQUENT AGREEMENTS

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

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

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

8.4 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other

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

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

B. NJPA MEMBER SIGN-UP PROCEDURE

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

C. REPORTING OF SALE ACTIVITY

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

8.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

D. AUDITS

8.8 During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

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

8.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.10.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

8.10.2 To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is “Executed for the Benefit of [NJPA Member Name].”

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

8.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales ;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and

the expectations of NJPA defined in the NJPA Contract Launch.

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

8.14 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

Step 3: Issue letter to cancel Contract for cause.

8.15 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

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

8.17 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

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

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

8.20 Events of Automatic termination to include:

- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) for two consecutive weeks in both the hard copy print and on-line editions of Oregon's Daily Journal of Commerce, 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

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

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

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

C. APPLICABLE LAW

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

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

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

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

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

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

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

9.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate

department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

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

D. ASSIGNMENT OF CONTRACT

9.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

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

E. LIST OF PROPOSERS

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

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

G. DATA PRACTICES

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

- clearly mark all confidential information in its response at the time the response is submitted,
- include a statement with its response justifying the confidential information designation for each item, and
- defend any action seeking release of the materials it believes to be confidential information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information are in possession of the NJPA. Proposer can redact additional confidential information at any time after the evaluation process if appropriate legal justification is provided.

H. ENTIRE AGREEMENT

9.16 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.17 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

I. FORCE MAJEURE

9.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

J. GRATUITIES

9.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

K. HAZARDOUS SUBSTANCES

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

L. LEGAL REMEDIES

9.21 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

M. LICENSES

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

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and

distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

9.25 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

O. NON-WAIVER OF RIGHTS

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

P. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

Q. PROVISIONS REQUIRED BY LAW

9.28 Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

R. RIGHT TO ASSURANCE

9.29 Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service,

certified mail, return receipt requested or national overnight delivery service with proof of delivery.

S. SUSPENSION OR DISBARMENT STATUS

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

T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

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

U. SEVERABILITY

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

V. RELATIONSHIP OF PARTIES

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

10. FORMS

**[THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK. FORMS BEGIN
ON NEXT PAGE]**



Form A

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

Proposer Name: _____ Questionnaire completed by _____

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

Name: _____, E-Mail address: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Please attach a "Certificate of Secretary" from the Secretary of your company identifying who will be authorized to sign on behalf of your organization with regard to this solicitation and any contract may result from this solicitation.
- 7) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
- 8) Provide a brief history of your company that includes your company's core values and business philosophy.
- 9) Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.
- 10) How long has your company been in the "**GROUND'S MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES**", industry?
- 11) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 12) Please provide your bond rating, and/or a credit reference from your bank.
- 13) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 14) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

15) Provide all "Suspension or Disbarment" information as defined and required herein. See Section U 9.31.

Industry-Marketplace Successes

- 16) List and document recent industry awards and recognition.
- 17) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
- 18) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
- 19) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
- 20) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

Proposer's ability to sell and service nationwide

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

Marketing Plan

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

38) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts Held

- 39) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.
- 40) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 41) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 42) What is the annual combined dollar sales volume for each of these contracts?
- 43) Identify any GSA Contracts held or utilized by the Proposer.
- 44) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 45) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? ___ Yes ___ No Explain and demonstrate your commitment and/or restrictions.
- 46) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added Attributes

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

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

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

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

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

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

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



Company Name: _____

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

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

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects

Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

**Contract Award
RFP #070313**

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



GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,

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

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

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



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Proposer's full legal name

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

The effective date of the Contract will be _____, 20_____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

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

Awarded this _____ day of _____ 20_____ NJPA Contract Number # 070313

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

Executed this _____ day of _____ 20_____ NJPA Contract Number # 070313

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

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ 20_____ NJPA Contract Number # 070313

[Type text]

Form F

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

[Type text]

and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

Company Name: _____

Contact Person for Questions: _____ -

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

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____

[Type text]

Form G.



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject "**GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES**"

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0

Reviewed by: _____ Its _____
_____ Its _____

[Type text]



Form P

**PROPOSER QUESTIONNAIRE
Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty**

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member’s final Contract phase process).
- 4) Do you accept the P-card procurement and payment process?
- 5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?

Warranty

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

Equipment/Products and Related Services and Pricing

- 12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 14) Propose a strategy, process, and specific method of facilitating “Sourced Product/equipment and related services” or “Non-Standard Options” solution as defined herein.
- 15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 16) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
- 17) If applicable, provide a “CORE LIST” of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard “Pricing”) as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 18) If applicable, provide a “Hot List” format of specific product/equipment and related services as defined herein.
- 19) Provide your NJPA customer volume rebate programs, as applicable.
- 20) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping

[Type text]

and delivery program.

- 22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed “Non-Responsive” if this question is not answered)**:
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.
 - _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 23) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
- 24) Describe in detail your proposed exchange and return program(s) and policy(s).
- 25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry or Sector Specific Questions

- 27) As a follow-up to question 3) above, please specify if you will be including your dealer network in the proposal. If so, please specify how involved they will be. (For example, will the dealer accept the P.O.), and how we are to verify a specific dealer is part of your network.
- 28) As a follow-up to question 13) above, please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 29) Within the RFP category there is the potential to be several different sub-categories of solutions (*reference section 1.21.1.1*). What sub category title(s) would best describe your products, services and supplies?
- 30) What do you consider to be the top three market differentiators of your products/services relative to this RFP category, and in comparison to your perceived competitors?

Signature: _____ Date: _____

[Type text]



Pre-submission Checklist

- Have you read, and do you understand the intent this RFP?
- Have you attended the Pre-Proposal Conference for this RFP?
- Have you completed the questionnaires (Forms A & P) to the best of your ability?
- Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- Have you packaged your Proposal submission identifying conspicuously “Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX”?
- Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- Have you submitted hard copy original signed, completed, and dated forms C, D, E, and hard copy signed signature page only from forms A and P of this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, F, & P in your proposal?

Contents of your Proposal response:

- Hard copy original signed, completed, and dated forms C, D, and hard copy signed signature page only from forms A and P.**
- Electronic submission of proposal forms A, B, C, D, E, F, & P (CD or flash drive).**
- Certificate of Insurance (demonstration of insurability)**

Form Titles

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form P Warrant	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and



NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

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

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

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

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

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

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

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

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

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

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

Section 2. Vendor Name and Type of Change Request

APPLY:

AWARDED VENDOR
NAME: _____

NJPA CONTRACT
NUMBER: _____

CHECK ALL CHANGES THAT

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



NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

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

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

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

If adding product/s, provide a general statement how these are in the scope.

If changing prices, provide a general statement that the pricing is consistent with existing NJPA contract pricing.



NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

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

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

NJPA Executive Director Signature

Date

Addendum 061113

To that certain

RFP#070313

Issued by

The National Joint Powers Alliance®

For the procurement of

GROUPS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Please consider the following to be a part of the above RFP:

Question 15 of FORM A shall be amended to read "15) Provide all "Suspension or Disbarment" information as defined herein."

With regard to "Three-Ringed-Binders", NJPA does not require the use of three-ringed-binders. Guidance for the format of your proposal response can be found in 3.8.

Addendum 061313

To that certain
RFP#073013
Issued by
The National Joint Powers Alliance®
For the procurement of

GROUPS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Please consider the following to be a part of the above RFP:

Question 15 of FORM A shall be amended to read "15) Provide all "Suspension or Disbarment" information as defined herein in section S 9.30."

With regard to "Three-Ringed-Binders", NJPA does not require the use of three-ringed-binders. Guidance for the format of your proposal response can be found in 3.8.

Hereafter find the question in blue and the answer in red.

Justin Eicher: How are points assigned for each category? How do you assign 40 of 50 points for instance.

The evaluation team scores each potential vendor based on your answers to the questions that relate to each criteria.

Justin Eicher: Good

Casey Hardee: Will we receive a copy of the slides?

Yes, we can send them out to all who requested the RFP packet.

David: What is the value added of NJPA Contract over State Contracts?

- Better Marketing of contracts for the vendor
- No piggybacking as we hold all the contracts on behalf of our members.
- Easier process for price and product changes.
- Wider selection of products under the contract allowed in the RFP response.

Tim Kubista: What is the process and timeline for a non-member to become a member agency?

The potential member can sign up on our website and it takes only a day or two. Remember membership is free. No cost, or obligation and no liability for them to use our contracts.

Tim Kubista: Who funds your organization? Are their fees for vendors?

Fees are collected from the awarded vendors based on NJPA sales. Among other things, the monies cover our overhead, contract maintenance and go back into other programs such as education, low incidence and risk management. Please refer to section 3 j. in the RFP under administrative fees.

Bob Zylstra: Our products fit multiple bid categories. How should we choose best category? Will our products be shown only in 1 category?

Choose the category you feel best fits your products and services. After a vendor is awarded, they get a vendor page on our website that includes a description of their products and services, this would be a good place to define your offerings. An NJPA Contract Manager will be assigned to all awarded vendors, this individual will help you establish an encompassing description.

Tim Kubista: Is this a multiple award contract - will you award contracts to multiple firms that sell similar products?

It will not be determined if this RFP will receive a multiple award until the Bids and Contracts department evaluates all of the RFP. It is possible that contracts may be awarded to companies with similar product lines if responses are deemed to best fulfill the requirements or needs of our members. Remember that input for contract product availability is provided to NJPA from our membership advisory committees at a national level.

Kim and Mary: this does not include AG tractors?

Correct, "AG Tractors" is excluded under section 1.21.1.2 of this RFP.

Kim and Mary: what about the implements which mount to the AG tractors?

An example of an acceptable solution may be a pull behind mower that could be towed behind a variety of different vehicles.

Tim Kubista: Could you clarify the ag tractor question? We sell mowers that mount to tractors.

Customers need to purchase both a mower and a tractor. Sometimes a customer will purchase a tractor from us, sometimes from another vendor. We sell tractors as a service. Most of our state contracts allow us to sell tractor and mower packages. Can we do so here?

We are not looking for stand-alone Ag Tractor solutions; IE, any contract solutions where the AG Tractor would be the sole item purchased does not fall within the intended scope of this RFP. If however, a solution is proposed whereby you'd only be able to get that Ag tractor as a packaged turnkey component including a tractor and implement, then that could be deemed within the scope of this RFP.

Bob Zylstra: Please repeat the section of the Minnesota bid we can reference re whether our financial statements qualify as a trade secret.

MN Statute section 13.37 on government data practices. If you do not supply financials, you will receive reduced scoring in that criteria category.

Jay: Are there members in Hawaii and Alaska? Will we have access to full list of members including contact information.

NJPA has members in all 50 states, US territories and Canada. An established membership link is available to all our vendors on the "NJPA Access for vendors" section of the NJPA website.

Tim Kubista: Are the responses to form A & P a written word document.

Yes, insert your responses beneath the questions in the Form A & P Word documents

Jodi Schnell: In 2009, the RFP specifically stated to place the bid response in a 3-ringed binder. Is there a specific format for this RFP?

Tamara Hebert - John Deere: I didn't find a binder reference. I did a word search. Could you please double check for us.

After verifying the response to this question post "Pre-Proposal Conference," a 3-ring binder is not required.

Addendum 062713

To that certain
RFP#073013
Issued by
The National Joint Powers Alliance*
For the procurement of

GROUPS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Please consider the following to be a part of the above RFP:

Question: Due to changes by ACCORD, effective January 1, 2011 we are no longer able to endorse our policy's with a 30 day notice of cancellation. This is something that affects all insurance policies in the US – not just Textron specific policies. The language in this requirement is simply outdated – as no one can comply with it.

Answer: We have researched this and you can disregard the 30 day notice; provide notice as per the policy terms regarding the cancellation notice time frame.

Eve M... 6-27-13

Deere & Company
Tamara Hebert 7-17-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

10th

day of

May

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation General Services Contract 3-121011TV to purchase one (1) John Deere Excavator and dispose of one (1) 2007 JCB JS220 Track Excavator, asset tag 16306.

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

Done this 10th day of May, 2016.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

COPY FILE

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : March 29, 2016

FIXED ASSET TAG NUMBER: 16306

DESCRIPTION: 2007 JCB JS220 Track Excavator

REQUESTED MEANS OF DISPOSAL: Sell/Trade TBD w/proposal from Tri-State eq.

OTHER INFORMATION: Serial Number: JCBJS22CL71701835; Hours: 3xxx

CONDITION OF ASSET: Fair

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

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

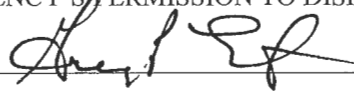
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 7-25-07

RECEIPT INTO 2040-3835 NA

ORIGINAL COST \$134,950.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1605

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

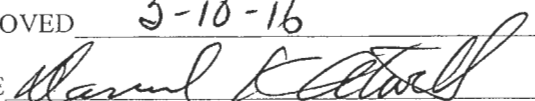
INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 225-2016

DATE APPROVED 5-10-16

SIGNATURE 

225-2016

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: April 26, 2016
RE: Cooperative Contract: **Missouri Department of Transportation General Services (MODOT) Contract 3-121011TV**

Public Works requests permission to utilize the **Missouri Department of Transportation General Services (MODOT) Contract 3-121011TV** to purchase one (1) new John Deere Excavator.

Total cost of contract is \$194,115.00 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Machinery and Equipment. \$154,000.00 is budgeted.. A Budgeted Revision was previously made to address this purchase.

Total cost of contract is \$194,115.00 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Machinery and Equipment. \$154,000.00 is budgeted.

The Purchasing Department requests permission to dispose of the following surplus: 2007 JCB JS220 Track Excavator, fixed asset tag 16306. Attached is the Disposal Form for signature.

cc: Greg Edington, PW
Contract File

**PURCHASE AGREEMENT
FOR
Excavator**

THIS AGREEMENT dated the 10th day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment Company** 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 **Excavator** in compliance with all bid specifications and any addendum issued for the **Missouri Department of Transportation General Services (MODOT) Contract 3-121011TV, Tri-State Construction Equipment Company** quote dated **January 14, 2016** 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 **MODOT Contract 3-121011TV** 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 a new **Excavator** as follows:

<u>Item</u>	<u>Cost</u>
John Deere 180 G Excavator Base	\$158,300.00
32" Pads	\$ 1,090.00
Air Seat	\$ 520.00
Auxiliary Hydraulic Lines	\$ 3,465.00
Hand Control	\$ 1,420.00
Engine Block Heater	\$ 175.00
Hydraulic Reversing Fan	\$ 1,050.00
Boom Lights	\$ 485.00
Hydraulic Control Pattern Changer	\$ 885.00
48" Tooth Bucket with pins	\$ 6,710.00
50" Ditching Bucket with pins	\$ 4,395.00
Main Pin Hydraulic Thumb	\$ 6,850.00
Hydraulic Quick Coupler	\$ 7,310.00
Auxillary Line Combo Kit Case Thumb or Breaker	\$ 1,460.00
Grand Total	\$194,115.00

3. **Delivery** - Vendor agrees to deliver **excavator**, complete with all equipment quoted and installed, ready to put in service, **within 60-90 calendar days** after receipt of order. Delivery shall be FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery address shall be: Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

225-2016

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.

TRI-STATE CONSTRUCTION EQUIPMENT COMPANY

BOONE COUNTY, MISSOURI

by B. Reue
title State Manager

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

APPROVED AS TO FORM:

ATTEST:

by: [Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

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

Jane E. Fitzgerald
Signature by ag

4/27/16
Date

2040-92300 - \$194,115.00

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.



P.O. BOX 225
106 INDUSTRIAL DRIVE
ASHLAND, MO 65010
PHONE: 573-657-2154
FAX: 573-657-1012

1/14/2016
BOONE COUNTY PUBLIC WORKS
JOHN DEERE 180G

BASE 180G \$158,300.00
MODOT BID-3-121011TV 2015 RENEWAL

✓32" PADS	\$1,090.00
✓AIR SEAT	\$520.00
✓AUX HYD LINES	\$3,465.00
✓HAND CONTROL	\$1,420.00
✓BLOCK HEATER	\$175.00
✓REV FAN	\$1,050.00
✓BOOM LIGHTS	\$485.00
✓PATTERN CHANGER	\$885.00
48" BUCKET	\$6,710.00
50" DITCHING BKT	\$4,395.00
HYD THUMB	\$6,850.00
HYD COUPLER	\$7,310.00

TOTAL \$192,655.00





Missouri Department of Transportation
Bid Tabulation of Request 3-121011TV Excavators - 2015 RENEWAL
Opened on 10/11/12
Multiple Award

Item #1. Standard Crawler Excavator, horsepower range of 100 to 130 with 15 to 25 metric ton

<u>Vendor</u>	<u>Make/Model</u>	<u>Base Price</u>	<u>Coop</u>	<u>ARO</u>	<u>Districts</u>	<u>MSRP %</u>
Doosan Infracore Construction Equip	DX 180 LC-3 US-20	\$111,000.00	Yes	60-90	ALL	23%
Doosan Infracore Construction Equip	DX 180 LC-5 US20	\$114,304.00	Yes	60-90	ALL	23%
Tri-State Construction Equip Co.	John Deere 160G	\$154,700.00	Yes	60-90	NE, CD	25%
Tri-State Construction Equip Co.	John Deere 180G	\$158,300.00	Yes	60-90	NE, CD	25%
Tri-State Construction Equip Co.	John Deere 210G	\$169,500.00	Yes	60-90	NE, CD	25%
Tri-State Construction Equip Co.	John Deere 250G	\$211,500.00	Yes	60-90	NE, CD	25%
Murphy Tractor	John Deere 160G	\$155,500.00	Yes	60-90	NE, KC, SW	25%
Murphy Tractor	John Deere 180G	\$159,500.00	Yes	60-90	NE, KC, SW	25%
Murphy Tractor	John Deere 210G-LC	\$170,500.00	Yes	60-90	NE, KC, SW	25%
The Victor L. Phillips Co.	Hyundai R140-LC9	\$119,400.00	Yes	90 or less	NE, NW, KC, CD, SW, SE	0%
The Victor L. Phillips Co.	Hyundai R160-LC9	\$128,100.00	Yes	90 or less	NE, NW, KC, CD, SW, SE	0%
The Victor L. Phillips Co.	Hyundai R180-LC9	\$138,850.00	Yes	90 or less	NE, NW, KC, CD, SW, SE	0%
The Victor L. Phillips Co.	Hyundai R210-LC9	\$159,550.00	Yes	90 or less	NE, NW, KC, CD, SW, SE	0%
The Victor L. Phillips Co.	Case CX160-C	\$151,225.00	Yes	90 or less	NE, KC, CD, SW	0%
The Victor L. Phillips Co.	Case CX210-C	\$172,500.00	Yes	90 or less	NE, KC, CD, SW	0%
John Fabick Tractor Company	Caterpillar 316E	\$156,480.00	Yes	150-210	NE, CD, STL, SW, SE	28%
Luby Equipment	Case CX160D	\$146,500.00	Yes	60-120	NE, STL, SE	35%
Luby Equipment	Case CX210D	\$169,000.00	Yes	60-120	NE, STL, SE	35%
Erb Equipment Co. Inc.	John Deere 160GLC Excavator	\$156,000.00	Yes	75	STL, SE	0%
Erb Equipment Co. Inc.	John Deere 210GLC Excavator	\$173,630.00	Yes	75	STL, SE	0%
Altorfer Inc.	Caterpillar 316E	\$167,153.00	Yes	120-180	NE	28%
G.W. Van Keppel Co.	Volvo EC140EL	\$121,988.00	Yes	60-90	NW, KC, CD, SW	28%
G.W. Van Keppel Co.	Volvo ECR 145D	\$123,922.00	Yes	60-90	NW, KC, CD, SW	28%
Rudd Equipment	Volvo EC140DL	\$119,498.00	Yes	90-120	NE, CD, STL, SE	15%
Rudd Equipment	Volvo ECR 145D	\$133,143.00	Yes	90-120	NE, CD, STL, SE	15%
Rudd Equipment	Volvo EC160DL	\$137,125.00	Yes	90-120	NE, CD, STL, SE	15%

Item # 1 Manufacturer's Standard Crawler Excavator, meeting the net horsepower range of 100 to 130 with 15 to 25 metric ton operating weight rating as advertised in the manufacturer's standard literature, NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (see MoDOT district map attached at back of RFB).

If bidding more than one make or model, make copies of this pricing sheet and submit it with your bid.

I am Bidding (MAKE) JOHN DEERE

(MODEL) 180G

Price \$158,300.00

Vendor must complete for each unit bid

Net Horse Power:	<u>121</u>
Engine Make:	<u>JOHN DEERE</u>
Engine Model:	<u>4045H (FINAL TIER 4 JUNE 2015) (HP RATINGS NOT OUT YET)</u>
Operating Weight: (lbs)	<u>44,317</u>
Operating Weight (metric ton)	<u>18</u>
Max Dig Depth:(ft/in)	<u>23' 2"</u>
Depth @ 8' bottom: (ft/in)	<u>22' 6"</u>
Max. depth of vertical wall (ft/in)	<u>20' 7"</u>
Reach @ground level (ft/in)	<u>32' 1"</u>
Dump Height (ft/in)	<u>22' 9"</u>
Track shoe or rubber shoe width (in)	<u>24"</u>
Tail overhang over side (in)	<u>8' 4"</u>
Length of track on ground (ft/in)	<u>11' 1"</u>

Warranty Information -

Standard Warranty: 12 MONTH FULL MACHINE TRAVEL INCLUDED
5 YEAR / 2500 HOUR POWERTRAIN PLUS HYDRAULIC,
TRAVEL NOT INCLUDED. 5 YEAR JD LINK

Extended Warranty: MANY OPTIONS AVAILABLE, CALL FOR
HOURS AND TIME REQUESTED

Begin Date: DELIVERY DATE

Please indicate if your unit has any of the following equipment options, if the feature is OPTIONAL please provide pricing in the OPTIONS table.

ENGINE:
 STANDARD ___ OPTIONAL NOT AVAILABLE ___
 STANDARD ___ OPTIONAL NOT AVAILABLE ___

Hydraulic fan reverser
 Engine coolant heater

HYDRAULIC SYSTEM:
 STANDARD ___ OPTIONAL NOT AVAILABLE ___
 STANDARD OPTIONAL NOT AVAILABLE ___
 STANDARD OPTIONAL ___ NOT AVAILABLE ___

Auxiliary hydraulic lines
 Auxiliary pilot and electric controls
 Hydraulic filter restriction Indicator kit

UNDERCARRIAGE:
 STANDARD ___ OPTIONAL NOT AVAILABLE ___

Triple semi-grouser shoes, 800 mm (32 in.)

BUCKET:
 STANDARD ___ OPTIONAL NOT AVAILABLE ___
 STANDARD ___ OPTIONAL NOT AVAILABLE ___
 STANDARD ___ OPTIONAL NOT AVAILABLE ___
 STANDARD ___ OPTIONAL NOT AVAILABLE ___
 STANDARD ___ OPTIONAL NOT AVAILABLE ___

Hydraulic Bucket Quick Coupler
 30" Heavy Duty Toothed Bucket (with pin(s) if applicable)
 36" Heavy Duty Toothed Bucket (with pin(s) if applicable)
 50" Smooth Ditching Bucket (with pin(s) if applicable)
 72" Smooth Ditching Bucket (with pin(s) if applicable)

FRONT ATTACHMENTS:
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE
 STANDARD ___ OPTIONAL NOT AVAILABLE ___

Arm, 2.71m minimum (8 ft. 10 in.)
 Hydraulic Thumb Attachment

FRAME:
 STANDARD ___ OPTIONAL NOT AVAILABLE ___

Counter weight of 2000 lbs. (minimum) at back of unit to counter weight of Hydraulic Bucket Quick Coupler and Hydraulic Thumb Attachment

OPERATOR'S STATION:
 STANDARD ___ OPTIONAL NOT AVAILABLE ___
 STANDARD ___ OPTIONAL NOT AVAILABLE ___

Hydraulic oil filter restriction Indicator light
 Protection screens for cab front, rear, and side

LIGHTS:
 STANDARD ___ OPTIONAL NOT AVAILABLE ___
 STANDARD ___ OPTIONAL NOT AVAILABLE ___

LED or strobe type amber beacon light
 Two lights mounted on cab/ One mounted on the right side of the boom

DIAGNOSTIC CAPABILITIES:
 STANDARD OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL NOT AVAILABLE ___

On-board self-diagnostic system for determining source of problems
 Hardware/software available to allow in-house diagnostic capabilities (if on-board system is not available)

Please indicate if your unit has the following equipment option, if the feature is OPTIONAL please provide pricing in the OPTIONS table.

STANDARD ___ OPTIONAL NOT AVAILABLE ___

Hydraulic Control Pattern Changer

OPTION	DESCRIPTION	Price
	<i>In addition to the MoDOT requested options, please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	28" STEEL PADS	\$770.00
Option 2	32" STEEL PADS	\$1,090.00
Option 3	AIR SUSPENSION HEATED SEAT	\$520.00
Option 4	AUXILIARY HYDRAULIC LINES	\$3,465.00
Option 5	AUXILIARY LINES WITH 2 WAY FOOT CONTROL	\$4,820.00
Option 6	2 WAY ELECTRIC HAND CONTROL FOR AUXILIARY HYDRAULICS	\$1,420.00
Option 7	ENGINE BLOCK HEATER	\$175.00
Option 8	HYDRAULIC REVERSING FAN	\$1,050.00
Option 9	AUXILIARY BOOM LIGHTS	\$485.00
Option 10	HYDRAULIC CONTROL PATTERN CHANGER	\$885.00
Option 11	REAR CAMERA	\$1,155.00
Option 12	HYDRAULIC FILTER RESTRICTION KIT	\$1,400.00
Option 13	36" TOOTH BUCKET WITH PINS	\$5,250.00
Option 14	42" TOOTH BUCKET WITH TEETH	\$5,735.00
Option 15	48" TOOTH BUCKET WITH PINS	\$6,710.00
Option 16	50" DITCHING BUCKET WITH PINS	\$4,395.00
Option 17	72" DITCHING BUCKET WITH PINS	\$4,650.00
Option 18	WELD ON HYDRAULIC THUMB (REQUIRES OPTION 4, 5 OR 6)	\$5,565.00
Option 19	MAIN PIN HYDRAULIC THUMB (REQUIRES OPTION 4, 5 OR 6)	\$6,850.00
Option 20	HELAC POWER TILT (REQUIRES OPTION 4, 5 OR 6)	\$13,300.00
Option 21	UPPER WINDOW GUARD	\$1,060.00
Option 22	LOWER WINDOW GUARD	\$1,265.00
Option 23	HYDRAULIC QUICK COUPLER	\$7,310.00
Option 24	AUXILIARY REAR COUNTERWEIGHT	\$5,790.00
Option 25	AUXILIARY LINE COMBO KIT CASE WITH THUMB OR BREAKER	\$1,460.00
Option 26	DEDUCT 5 YEAR / 2500 HOUR POWERTRAIN WARRANTY	(\$2,481.00)
Option 27	DEDUCT 5 YEAR JD LINK (STANDARD: 3 YEAR)	(\$762.00)



Missouri Department of Transportation
Bid Tabulation of Request 3-121011TV Excavators - 2015 RENEWAL

Opened on 10/11/12
Multiple Award

VENDOR INFORMATION

Name: Doosan Infracore Construction Equipment
Contact name: Matt Gansser
Address Line: 2905 Shawnee Ind
Address Line: Suwanee, GA 30024
Telephone #: 770-831-2213
Email: matt.gansser@doosan.com
Cooperative: Yes

Name: Tri-State Construction Equipment Co.
Contact name: Kevin Smyser
Address Line: 6787 County Road 312
Address Line: Palmyra, MO 63461
Telephone #: 573-769-2274
Email: kevinsmyser@meoi.com
Cooperative: Yes

Name: Murphy Tractor
Contact name: James Levy
Address Line: 8600 NE Parvin Rd.
Address Line: Kansas City, MO 64161
Telephone #: 816-483-5000
Email: jlevy@murphytractor.com
Cooperative: Yes

Name: The Victor L. Phillips Co.
Contact name: Susan Parman
Address Line: 4100 Gardner Avenue
Address Line: Kansas City, MO 64120
Telephone #: 816-241-9290
Email: sparman@vjpc.com
Cooperative: Yes

Name: John Fabick Tractor Company
Contact name: Benny Walker/Steve Horstman
Address Line: One Fabick Drive
Address Line: Fenton, MO 63026
Telephone #: 636-343-5900
Email: steve.horstman@fabickcat.com
Cooperative: Yes

VENDOR INFORMATION

Name: Luby Equipment
Contact name: Jerry Jansen
Address Line: 2625 North 24th Street
Address Line: Quincy, IL 62305
Telephone #: 217-242-3440 (cell); 217-222-5454 (office)
Email: jjansen@lubyequipment.com
Cooperative: Yes

Name: Erb Equipment Co., Inc
Contact name: Dan Jones
Address Line: 200 Erb Industrial Drive
Address Line: Fenton, MO 63026
Telephone #: 636-349-0200
Email: danieljones@erbequipment.com
Cooperative: Yes

Name: Altorfer Inc.
Contact name: Tom Will
Address Line: 3520 Moberly
Address Line: Hannibal, MO 63401
Telephone #: 573-719-0859
Email: Twill@altorfer.com; bmcgowa@altorfer.com
Cooperative: Yes

Name: The G.W. Van Keppel Co.
Contact name: Nicole Patocka
Address Line: 1801 N. 9th Street
Address Line: Kansas City, KS 66101
Telephone #: 913-281-4800
Email: npatocka@vankeppel.com; kkientz@vankeppel.com; jshort@vankeppel.com
Cooperative: Yes

Name: Rudd Equipment
Contact name: Sandy Salger
Address Line: 4679 Baumgartner Rd.
Address Line: St. Louis, MO 63129
Telephone #: 314-487-8925
Email: ssalger@ruddequipment.com
Email: gharshberger@ruddequipment.com
Cooperative: Yes

BID FORM

MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	3-121011TV
DATE	September 19, 2012
PAGE NO.	1

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 pm., Local Time, October 11, 2012

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Tom Veasman

BUYER TELEPHONE: 573-522-4404

BUYER EMAIL:

tom.veasman@modot.mo.gov

EQUIPMENT - EXCAVATORS

This Request For Bid seeks bids from qualified organizations to provide excavators in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., October 11, 2012. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.mo.gov/business/surplus/Fleet%20Buyers%20Web%20Page/RoadandOffRoadBids.htm>

Components of Agreement: The Agreement between MHTC and the successful Bidder(s) shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **excavator(s)** for the locations in the State of Missouri (listed on page 2-3 of this document), to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, October 11, 2012.**

RFB COORDINATOR:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

**Missouri Department of Transportation
P. O. Box 270
Jefferson City, MO 65102
Attn: Tom Veasman**

PHYSICAL ADDRESS:

**Missouri Department of Transportation
General Services Division
830 MoDOT Drive
Jefferson City, MO 65109**

PHONE: 573-522-4404

FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of excavators as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages / Specifications
 - 5) Vendor Information and Preference Certification Form
 - 6) Cooperative Purchasing Form
 - 7) Anti-Collusion Statement
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide excavators on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee how many units will be ordered.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with excavators, in accordance with the attached specifications.

2.3 Required Specifications:

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT specification and any other provisions outlined in the solicitation documents.

2.4 Delivery Requirements:

- 2.4.1 The following delivery requirements shall apply:
 - a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
 - b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
 - c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

- 2.4.2 The contractor shall deliver the products specified herein to the following MoDOT locations:

Missouri Department of Transportation
Northwest District Garage
3602 N. Belt Highway
St. Joseph, Missouri 64502
NW District General Services Manager, Danny Rosenbohm
Danny.Rosenbohm@modot.mo.gov
816-387-2446

Missouri Department of Transportation
Northeast District Garage
Highway 61 South
Hannibal, Missouri 63401
NE District General Services Manager, Roy Hogsett
Roy.Hogsett@modot.mo.gov
660-385-8674

Missouri Department of Transportation
Kansas City District Garage
2050 N.E. Independence
Lee Summit Missouri 64064
KC District General Services Manager, Joseph Hinton
Joseph.Hinton@modot.mo.gov
816-347-4101

Missouri Department of Transportation
Central District Garage
1511 Missouri Blvd
Jefferson City, Missouri 65101
CD District General Services Manager, Coleen Welter
coleen.welter@modot.mo.gov
573-751-3660

Missouri Department of Transportation
St. Louis District Garage
2309 Barrett Station Rd
Ballwin, Missouri 63021
STL District General Services Manager, Scott Boyer
Scott.Boyer@modot.mo.gov
314-301-1422

Missouri Department of Transportation
Southwest District Garage
Springfield, Missouri 65804
3025 E. Kearney
SW District General Services Manager, John Sinclair
John.Sinclair@modot.mo.gov
417-829-8033

Missouri Department of Transportation
Southeast District Garage
201 N. Main
Sikeston, Missouri 63801
SE District General Services Manager, Jacky Traw
Jacky.Traw@modot.mo.gov
417-469-9041

Missouri Department of Transportation
902 N. Missouri St
Macon, Missouri 63552
NE District General Services Manager, Roy Hogsett
Roy.Hogsett@modot.mo.gov
660-385-8674

Missouri Department of Transportation
3901 East 32nd Street
Joplin, Missouri 64804
SW District General Services Manager, John Sinclair
John.Sinclair@modot.mo.gov
417-829-8033

Missouri Department of Transportation
3956 East Main
Willow Springs, Missouri 65793.
SE District General Services Manager, Jacky Traw
Jacky.Traw@modot.mo.gov
417-469-9041

2.5 Contract/Purchase Order:

2.5.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

2.6 Invoicing and Payment Requirements:

2.6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
Attn: Kim Minnick

2.6.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance

with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

- 2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.6.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.7 Other Contractual Requirements:

- 2.7.1 Contract Period - The contract shall commence from the date of award until June 30, 2013 with up to three (3) one-year renewal option periods, or any portion therein.
- 2.7.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.7.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- 2.7.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
 - a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
 - b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The 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.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.8.1 Equipment Trade-In Allowance:

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.
- b. The vendor must be currently under contract with MoDOT.
- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

Trade-In Worksheet Example:

Make/Model of New Equipment:
Full Purchase Price: \$
Make/Model of Trade-In:
Less Trade-In (Deduct): \$
Net Purchase Price: \$

2.8.2 Equipment Refurbishments:

- a. If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

2.8.3 In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

2.8.4 Please submit a complete parts and options list with detailed pricing information for each make/model of excavators your company would be willing to provide. Please indicate on the Pricing Pages the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all air compressor equipment options available in your data book or pricing guides.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "Excavators".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Contract Award:
- a. 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 are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of excavators. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

PRICING PAGES / SPECIFICATIONS

Item # 1 Manufacturer's Standard Crawler Excavator, meeting the net horsepower range of **100 to 130 with 15 to 25 metric ton operating weight rating as advertised in the manufacturer's standard literature, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager (see MoDOT district map attached at back of RFB).

If bidding more than one make or model, make copies of this pricing sheet and submit it with your bid.

I am bidding (MAKE) _____ (MODEL) _____

Price \$ _____

Vendor must complete for each unit bid

- Net Horse Power: _____
- Engine Make: _____
- Engine Model: _____
- Operating Weight: (lbs) _____
- Operating Weight (metric ton) _____
- Max Dig Depth:(ft/in) _____
- Depth @ 8' bottom: (ft/in) _____
- Max. depth of vertical wall (ft/in) _____
- Reach @ground level (ft/in) _____
- Dump Height (ft/in) _____
- Track shoe or rubber shoe width (in) _____
- Tail overhang over side (in) _____
- Length of track on ground (ft/in) _____

Warranty Information -

Standard Warranty: _____

Extended Warranty: _____

Begin Date: _____

Please indicate if your unit has any of the following equipment options, if the feature is **OPTIONAL** please provide pricing in the **OPTIONS** table.

ENGINE:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

Hydraulic fan reverser
 Engine coolant heater

HYDRAULIC SYSTEM:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

Auxilliary hydraulic lines
 Auxilliary pilot and electric controls
 Hydraulic filter restriction indicator kit

UNDERCARRIAGE:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

Triple semi-grouser shoes, 800 mm (32 in.)

BUCKET:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

Hydraulic Bucket Quick Coupler
 30" Heavy Duty Toothed Bucket (with pin(s) if applicable)
 36" Heavy Duty Toothed Bucket (with pin(s) if applicable)
 50" Smooth Ditching Bucket (with pin(s) if applicable)
 72" Smooth Ditching Bucket (with pin(s) if applicable)

FRONT ATTACHMENTS:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

Arm, 2.71m minimum (8 ft. 10 in.)
 Hydraulic Thumb Attachment

FRAME:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

Counter weight of 2000 lbs. (minimum) at back of unit to counter weight of Hydraulic Bucket Quick Coupler and Hydraulic Thumb Attachment

OPERATOR'S STATION:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

Hydraulic oil filter restriction indicator light
 Protection screens for cab front, rear, and side

LIGHTS:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

LED or strobe type amber beacon light
 Two lights mounted on cab/ One mounted on the right side of the boom

DIAGNOSTIC CAPABILITIES:

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___
 STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___

On-board self-diagnostic system for determining source of problems
 Hardware/software available to allow in-house diagnostic capabilities (if on-board system is not available)

OPTION	DESCRIPTION	Price
	<i>In addition to the MoDOT requested options, please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1		
Option 2		
Option 3		

Option 4		
Option 5		
Option 6		
Option 7		
Option 8		
Option 9		
Option 10		
Option 11		
Option 12		
Option 13		
Option 14		
Option 15		
Option 16		
Option 17		
Option 18		
Option 19		
Option 20		

Please indicate with an 'X' the districts (see MoDOT district map attached at back of RFB) for which you are bidding:

Northwest District (NW) _____ Northeast District (NE) _____ Kansas City (KC) District _____
 Central District (CD) _____ St. Louis District (STL) _____ Southwest District (SW) _____
 Southeast District (SE) _____ All Districts _____

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all excavator options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Item # 2 Manufacturer's Standard Wheeled Excavator with One-Piece Boom, meeting the net horsepower range of 120 to 160 with 17 to 21 metric ton operating weight rating as advertised in the manufacturer's standard literature, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager (see MoDOT district map attached at back of RFB) .

If bidding more than one make or model make copies of this pricing sheet and submit it with your bid.

I am bidding (MAKE) _____ (MODEL) _____

Price \$ _____

Vendor must complete for each unit bid

Net Horse Power: _____
Engine Make: _____
Engine Model: _____
Operating Weight lbs: _____
Operating Weight: (metric ton) _____
Max Dig Depth:(ft/in) _____
Depth @ 8' bottom:(ft/in) _____
Max depth of vertical wall (ft/in) _____
Reach @ground level (ft/in) _____
Dump Height (ft/in) _____
Blade or Outrigger _____
Transport width:(ft/in) _____
Tailswing radius:(ft/in) _____

Warranty Information -

Standard Warranty: _____

Extended Warranty: _____

Begin Date: _____

Please indicate if your unit has the following equipment option, if the feature is OPTIONAL please provide pricing in the OPTIONS table.

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___ Hydraulic Control Pattern Changer

OPTION	DESCRIPTION	Price
	<i>In addition to the MoDOT requested option, please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		
Option 7		

Please indicate with an 'X' the districts (see MoDOT district map attached at back of RFB) for which you are bidding:

Northwest District (NW) ___ Northeast District (NE) ___ Kansas City (KC) District ___

Central District (CD) ___ St. Louis District (STL) ___ Southwest District (SW) ___

Southeast District (SE) ___ All Districts ___

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all excavator options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Item # 3 Manufacturer's Standard Wheeled Excavator with Two-Piece and Telescopic Booms, meeting the net horsepower range of 120 to 160 with 17 to 21 metric ton operating weight rating as advertised in the manufacturer's standard literature, NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (see MoDOT district map attached at back of RFB).

If bidding more than one make or model make copies of this pricing sheet and submit it with your bid.

I am bidding (MAKE) _____ (MODEL) _____

Price \$ _____

Vendor must complete for each unit bid

Net Horse Power: _____
 Engine Make: _____
 Engine Model: _____
 Operating Weight lbs: _____
 Operating Weight: (metric ton) _____
 Max Dig Depth:(ft/in) _____
 Depth @ 8' bottom:(ft/in) _____
 Max depth of vertical wall (ft/in) _____
 Reach @ground level (ft/in) _____
 Dump Height (ft/in) _____
 Blade or Outrigger _____
 Transport width:(ft/in) _____
 Tailswing radius:(ft/in) _____

Warranty Information -

Standard Warranty: _____

Extended Warranty: _____

Begin Date: _____

Please indicate if your unit has the following equipment option, if the feature is **OPTIONAL** please provide pricing in the **OPTIONS** table.

STANDARD ___ OPTIONAL ___ NOT AVAILABLE ___ Hydraulic Control Pattern Changer

OPTION	DESCRIPTION	Price
	<i>In addition to the MoDOT requested option, please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		
Option 7		

Please indicate with an 'X' the districts (see MoDOT district map attached at back of RFB) for which you are bidding:

Northwest District (NW) ___ Northeast District (NE) ___ Kansas City (KC) District ___
 Central District (CD) ___ St. Louis District (STL) ___ Southwest District (SW) ___
 Southeast District (SE) ___ All Districts ___

Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all excavator options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Training

Each excavator purchased by MoDOT shall have the minimum mandatory training supplied as outlined below:

Item A – Mandatory for each unit sold (if multiple, at MoDOT’s discretion, training may be combined)

Four (4) hours safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Item B - Price must be included for each item for the following optional training: **Price per student \$ _____**

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.

a.) 8 hours Electronic Operation and Diagnostics

1. Engine
2. Transmission
3. HVAC
4. Hydraulics
5. Calibration Procedures

b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic

1. Operation
2. Adjustments
3. Pressure/Flow Tests

Item C - Optional Software – Price must be included for the following: diagnostic software, cables, and interface. Price per set \$ _____

Item D - Optional price \$ _____ for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT’s discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.

Item E - Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

Manuals

- a. One set of service and parts CD's per unit sold.
- b. Operator manuals must be hard copy and supplied with each individual unit.

All vendors shall provide toll free numbers for technical assistance on all components of the items bid. Toll free numbers shall be manned during normal working hours (8 AM to 5 PM).

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: 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.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **excavators** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

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 the **excavators** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

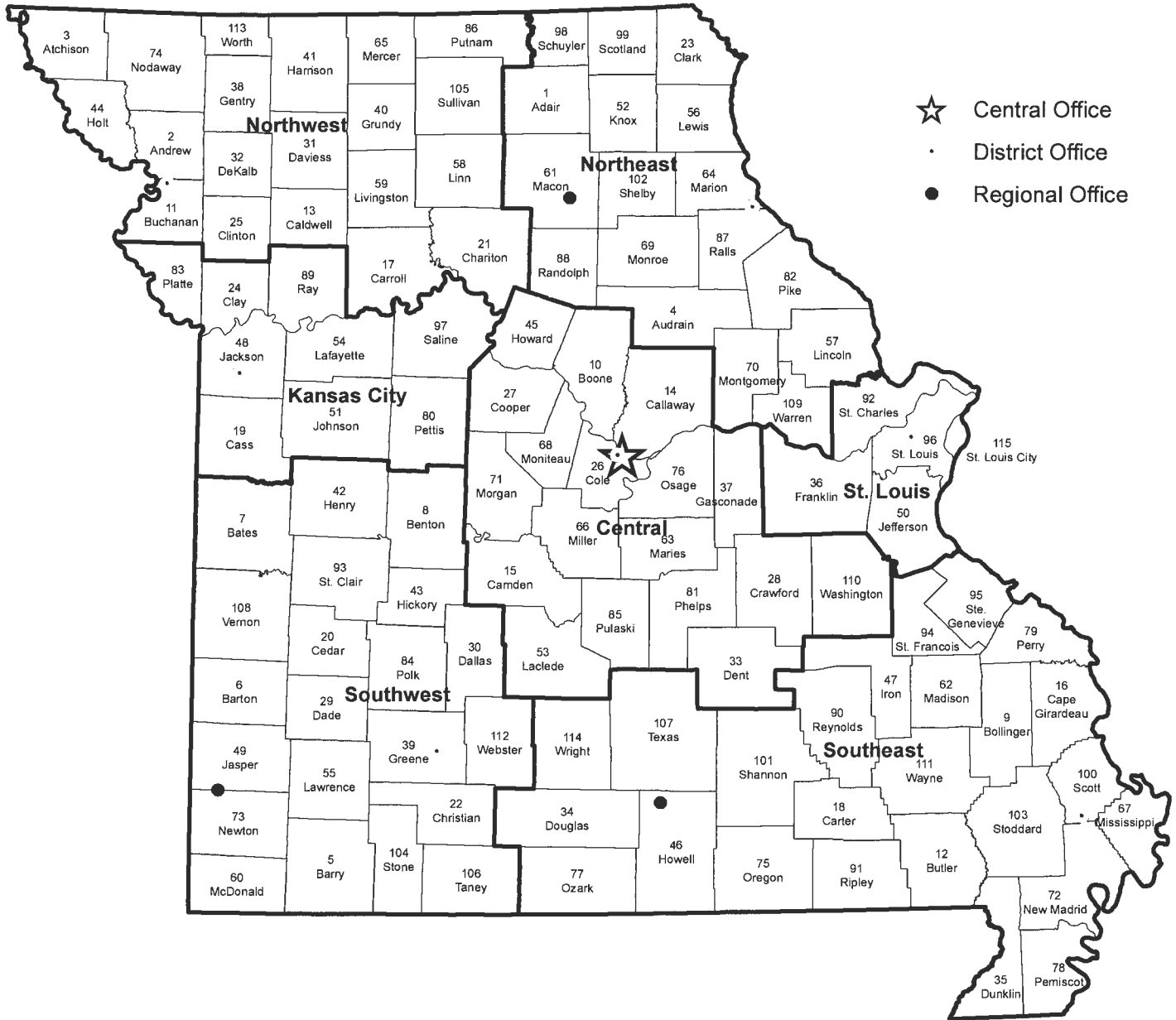
The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its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

SPECIAL TERMS AND CONDITIONS

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. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Missouri Department of Transportation District Map



County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.			
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Marion	64	NE	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Missouri	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Monteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20¹⁶

County of Boone

10th

day of

May

20 16

In the County Commission of said county, on the

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 grant application by the Sheriff's Department for the 2017 State Cyber Crime Grant.

Done this 10th day of May, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Missouri Department of Public Safety

Application

66163 - 2017 SCCG

66347 - Boone County Sheriff's Department Cyber Crimes Task Force

State Cyber Crime Grant (SCCG)

Status: Editing

Submitted Date:

Primary Contact

Name:*	Detective	Tracy	Perkins
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>
Job Title:	Detective		
Email:	TWest@boonecountymo.org		
Mailing Address:	Boone County Sheriff's Department		
Street Address 1:	2121 County Drive		
Street Address 2:			
*	Columbia	Missouri	65202
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:*	573-442-4598		<small>Ext.</small>
Fax:	573-442-4966		

Organization Information

Applicant Agency:	Boone County, Cyber Task Force
Organization Type:	Government
Federal Tax ID#:	436000349
DUNS #:	182739177

CCR Code:	4KKC8	09/25/2015	Valid Until Date
Organization Website:	www.showmeboone.com		
Mailing Address:	801 E. Walnut Street		
Street Address 1:			
Street Address 2:			
City*	Columbia	Missouri	65201 7732
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip + 4</small>
County:	Boone		
Congressional District:	04		
Phone:*	573-886-4305		Ext.
Fax:	573-886-4311		

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract. Refer to the above mentioned Grant Solicitation for further instructions.

Name:*	Mr.	Daniel	Atwill
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>
Job Title:	Presiding Commissioner		
Agency:	Boone County Commission		
Mailing Address:	801 East Walnut Street		
	<i>Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.</i>		
Street Address 1:			
	<i>If a PO Box is entered on the Mailing Address line, enter the physical street address here.</i>		
Street Address 2:			
City/State/Zip:*	Columbia	Missouri	65201
	<small>City</small>	<small>State</small>	<small>Zip</small>
Email:	datwill@boonecountymo.org		
Phone:*	573-886-4305		Ext.
Fax:	573-886-4311		

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. Refer to the above mentioned Grant Solicitation for further instructions.

Name:* Sheriff Dwayne Carey
Title First Name Last Name

Job Title: Sheriff

Agency: Boone County Sheriff's Department

Mailing Address: 2121 County Drive

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65202
City State Zip

Email: dcarey@boonecountymo.org

Phone:* 573-875-1111 6219
Ext.

Fax: 573-874-8953

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level. Refer to the above mentioned Grant Solicitation for further instructions.

Name:* Mr. Tom Darrough
Title First Name Last Name

Job Title: County Treasurer

Agency: Boone County Treasurer's Office

Mailing Address: 801 East Walnut Street

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65201
City State Zip

Email: tdarrough@boonecountymo.org

Phone:* 573-886-4367
Ext.

Fax: 573-886-4369

Officer in Charge

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project.

Name:* Detective Tracy Perkins
Title First Name Last Name

Job Title: Task Force Coordinator
Agency: Boone County Sheriff's Department
Mailing Address: 2121 County Drive

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65202
City State Zip

Email: twest@boonecountymo.org

Phone:* 573-442-4598 Ext.

Fax: 573-442-4966

Project Summary

Application Type: Continuation
Current Subaward Number(s): 2017-SCCG-001
Program Category: Law Enforcement
Project Type: Regional
Boone County, including the cities of Columbia, Centralia, Ashland, Sturgeon, Hartsburg, Rocheport, Hallsville, and Harrisburg. Other
Geographic Area: Counties include Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly respectively. Located in Central Missouri.

The major focus of the Boone County Sheriff's Department Cyber Crimes Task Force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children for prostitution, cyber bullying, obscenity directed towards minors, and other crimes perpetrated through the use of computers, the Internet, or other electronic media.

Brief Summary:

The Task Force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys.

To improve public safety, investigators assigned to this Task Force participate in public awareness and education programs to educate schools, parents, the community and other law enforcement agencies about the dangers of the Internet.

Program Income Generated:

Yes

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Funding Requested	Total Cost
Andy Evans	Detective	Retained	FT	\$1,931.20	26.0	100.0	\$50,211.20
Cody Bounds	Detective	Retained	FT	\$1,950.40	26.0	100.0	\$50,710.40
							\$100,921.60

Personnel Justification

Personnel Justification

If personnel is not included in the budget, skip this section.

If personnel is included in the budget, provide the following justification for each position (preferably in the same order as the position is listed in the budget category):

*If the position is **new (created)**:*

Andrew Evans has been a certified law enforcement officer for 14 years. Evans has been assigned to the Task Force for 2 years. Detective Evans primary responsibility is to handle reactive and proactive investigations involving crimes against children through the Internet. Additional duties include surveillance details, testify in State and Federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs and attend any additional training for his position. Detective Evans has attended ICAC Investigative Techniques and Undercover training courses and Online Ads. Detective Evans will attend further training for his position. The courses will assist Evans in his current duties in the Task Force. This grant will retain this position.

Cody Bounds has been a certified law enforcement officer for 6 years. Detective Bounds has been assigned to the Task Force for 2 years. Detective Bounds completed a certification in Comp TIA A+ Hardware and Software and has maintained that certification. Detective Bounds has completed over 300 hours in forensics training, to include All Access Online Pass, FTK AccessData Bootcamp and a certified Cellebrite examiner. Detective Bounds primary responsibility is forensic examinations of electronic evidence. Bounds will occasionally investigate Internet crime complaints, testify in State and Federal criminal proceedings, obtain search warrants and prepare evidence for court and attend further training for his position. This grant will retain this position.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
Dental Insurance	Dental Insurance	\$70.00	12.0	100.0	\$840.00
Dental Insurance	Subsidized Dental Insurance - Spouse (June-Dec) Cody	\$13.25	7.0	100.0	\$92.75
Dental Insurance	Subsidized Dental Insurance-Family (Jan-May) Cody	\$20.55	5.0	100.0	\$102.75
Dental Insurance	Subsidized Dental Insurance Spouse- Andy	\$13.25	12.0	100.0	\$159.00
					\$1,194.50
FICA/Medicare	FICA/Medicare	\$100,921.60	0.0765	100.0	\$7,720.50
					\$7,720.50
Life Insurance	Life Insurance	\$8.00	12.0	100.0	\$96.00
					\$96.00
Long-Term Disability	Long-Term Disability	\$100,921.60	0.0038	100.0	\$383.50
					\$383.50
Medical Insurance	Medical Insurance	\$970.00	12.0	100.0	\$11,640.00
Medical Insurance	Subsidized Medical Insurance-Family	\$465.12	12.0	100.0	\$5,581.44
					\$17,221.44
Pension/Retirement	Pension 401 (A) Match	\$50.00	26.0	100.0	\$1,300.00
					\$1,300.00
Workers Comp	Workers Comp	\$100,921.60	0.024	100.0	\$2,422.12
					\$2,422.12
					\$30,338.06

Personnel Benefits Justification

Benefits Justification

If personnel benefits are not included in the budget, skip this section.

If personnel benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

If your agency anticipates a premium or rate change during the project period, indicate the effective date of change and the reasoning for such change.

All benefits paid to Task Force members are determined by calculations provided by Boone County. Cody Bounds and Andrew Evans benefits are the same as those paid to all employees of Boone County.

Dental Insurance is insurance to pay basic dental care for each employee. The current cost is a monthly premium of \$35.00 per employee.

Subsidized Dental Insurance- Spouse Beginning January 1, 2016 the County of Boone pays a portion of the dependent monthly premium of \$13.25 for spouse. Andy Evans has insurance on his spouse.

Subsidized Dental Insurance - Spouse (June-Dec.) Beginning January 1, 2016 the County of Boone pays a portion of the dependent monthly premium of \$13.25 for spouse. Cody Bounds has insurance on his spouse from June to December 2016.

Subsidized Dental Insurance- Family (Jan.-May) Beginning January 1, 2016 the County of Boone pays a portion of the dependent monthly premium of \$20.55 for family. Cody Bounds will enroll dental insurance on his family starting January 1, 2017.

FICA/Medicare is contributed by Boone County to the IRS at the rate of 7.65% of salary as set by the federal government for Social Security and Medicare.

Life Insurance is insurance paid for each Boone County employee. The current cost is a monthly premium of \$4.00 per employee.

Long-Term Disability is insurance to pay for long term disability in case an employee is disabled for an extended period. The 2016 rate is 0.0038.

Subsidized Medical Insurance Family- Beginning January 1, 2016 the County of Boone pays a portion of the family monthly premium of \$465.12. Cody Bounds has health insurance coverage on his family.

Medical Insurance is health insurance paid for each employee. The current cost is a monthly premium of \$485.00 per employee.

Pension/Retirement is the county's portion of payments made to the employee's 401(A). The current cost is a bi-weekly premium of \$25.00 per employee. This will cover Andy Evans and Cody Bounds.

Workers Compensation is paid in case the employee is injured on the job. The 2016 current rate is 2.40% of salary.

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	% of Funding Requested	Total Cost
					\$0.00

Personnel Overtime Justification

Overtime Justification

If overtime is not included in the budget, skip this section.

If overtime is included in the budget, provide the following justification:

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
					\$0.00
					\$0.00

Personnel Overtime Benefits Justification

Overtime Benefits Justification

If overtime benefits are not included in the budget, skip this section.

If overtime benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

If your agency anticipates a premium or rate change during the project period, indicate the effective date of change and the reasoning for such change.

Travel/Training

Category	Item	Unit Cost	Duration	Number	% of Funding Requested	Total Cost
Airport Parking	2017 National Conference LE - Airport Parking	\$8.00	6.0	1.0	100.0	\$48.00
Lodging	2017 National Conference LE - Lodging	\$161.00	5.0	5.0	100.0	\$4,025.00
Airfare/Baggage	2017 National Conference LE- Airfare	\$500.00	1.0	5.0	100.0	\$2,500.00
Meals	2017 National Conference LE- Meals	\$40.00	6.0	5.0	100.0	\$1,200.00
Misc. Shuttles/Taxis/Tolls/Parking	2017 National Conference LE- Shuttle	\$5.00	1.0	5.0	100.0	\$25.00
Registration Fee	Cellebrite Certified Physical Analysis (CCPA) course-Online Fee	\$1,995.00	1.0	1.0	100.0	\$1,995.00
Airfare/Baggage	ICAC BitTorrent Investigations-Airfare	\$500.00	1.0	1.0	100.0	\$500.00
Airport Parking	ICAC BitTorrent Investigations-Airport Parking	\$8.00	3.0	1.0	100.0	\$24.00
Fuel	ICAC BitTorrent Investigations-Fuel	\$30.00	1.0	1.0	100.0	\$30.00
Rental Car	ICAC BitTorrent Investigations-Rental Car	\$180.00	1.0	1.0	100.0	\$180.00

Lodging	ICAC BitTorrent Investigations- Lodging	\$117.00	2.0	1.0	100.0	\$234.00
Meals	ICAC BitTorrent Investigations- Meals	\$45.00	3.0	1.0	100.0	\$135.00
						\$10,896.00

Travel/Training Justification

Travel/Training Justification

If travel/training is not included in the budget, skip this section.

If non-training/non-meeting travel costs are included in the budget, address the following information for each cost (preferably in the order listed in the budget category):

2017 National Law Enforcement Training on Child Exploitation- this conference is usually held in Atlanta, Georgia. The location and date of the 2017 conference is TBA. Attending this training is Detective Tracy Perkins, Detective Cody Bounds, Detective Andy Evans, Detective Dustin Heckmaster and Assistant Prosecutor Merilee Crockett. This training offers cutting edge training on a wide range of trending and important topics. The conference offers 240 lectures and hands-on-computer workshops designed specifically for local, state and federal law enforcement personnel working child exploitation cases. The Task Force has not been able to attend this training for the past 3 years because of budgetary issues.

Cellebrite Certified Physical Analyzer (CCPA) Course- this course is an on-demand online course, so this allows the examiner to complete the course at any time within the grant period. Detective Perkins will be attending this course and is expected to complete the course by the end of 2016. The CCPA course is designed for the intermediate and advanced investigator/digital cell phone forensic examiner. This course focuses on the use of Cellebrite's UFED to perform file system extractions, physical extractions, password bypasses and the advanced analysis of evidentiary items using the UFED Physical Analyzer software. Students will learn to create a report based on the analysis efforts. Detective Perkins has already completed the CMFF (Intermediate Cellebrite course) and CCLO (Cellebrite Logical course).

ICAC BitTorrent Investigations - This training will be held in Tampa, Florida on September 15-16, 2016. The training will be attended by Detective Andy Evans. The class will introduce investigators to the BitTorrent file sharing network. Students will learn how to install, configure and use the BitTorrent tool to investigate the distribution of child pornography. The Task Force is currently seeing the majority of file sharing cases come from the BitTorrent network. The Task Force would like to see Detective Evans be trained in several areas of the Task Force to make him a versatile proactive investigator. Detective Evans current job responsibilities is working proactive and reactive investigations. Currently, the Internet Crimes against Children training schedule has only posted up to September 2016, so potentially there should be other BitTorrent classes held within our State or other locations if this training location doesn't work out.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
Hard Drive-- SATA	10 -SATA Hard drives 2TB	\$72.00	10.0	Newegg.com	100.0	\$720.00
Monitors	24" LCD screen	\$130.00	2.0	Amazon.com	100.0	\$260.00
Mounting Kit	Hard Drive Tray with Built in HeatSink	\$20.00	1.0	Amazon.com	100.0	\$20.00
Hard Drive- SSD	Solid State Drive- 500 GB	\$150.00	1.0	Newegg.com	100.0	\$150.00
						\$1,150.00

Equipment Justification

Equipment Justification

If equipment is not included in the budget, skip this section.

If equipment is included in the budget, provide the following for each budget line item (preferably in the same order listed in the budget category):

Hard Drives- Standard SATA- The hard drives are 2 TB SATA drives and will be replacement parts. Currently the Task Force has a forensic machine that is approximately 6 years old built by Digital Intelligence. The machine has two built in RAID arrays which allow mass data storage as required when conducting forensic examinations on mass storage media seized as evidence. The existing drives within these arrays are reaching their end of life and two have failed within the last year, resulting in multiple days' worth of forensic processing being lost and requiring additional time down. The RAID arrays contain a total of 10 standard SATA hard drives which require replacement by a select amount of known compatible drives. This forensic machine is currently being used by Detective Cody Bounds. Each of the 10 hard drives will be a replacement 2TB SATA drive.

Monitors- The Acer 24 inch monitors being requested are replacement monitors. These specific monitors will replace two older monitors on a forensic machine used by Detective Cody Bounds. The new monitors will allow Bounds to have more viewing area when analyzing digital data forensically extracted from a suspects computer. Monitors have a limited life expectancy. The old monitors will be used on a secondary forensic machine accessed by Detective Bounds. This 2nd forensic machine currently has one monitor which is approximately 6 plus years old.

Mounting Kit- This is a new part to mount the solid state hard drive. The purpose of this equipment is to keep the hard drive at optimal operating temperature and allow the SSD drive to be mounted within an area of the computer designed to accommodate a standard sized hard drive. This item will be installed on Detective Bounds' forensic machine.

Hard Drive- Solid State- The hard drive will be a new item. The item is a Samsung solid state 500 GB hard drive. Detective Bounds consulted with Digital Intelligence about the current issues with the forensic machine currently running FTK software. The company recommended that a solid state drive be installed just for the processing database of the forensic program to maintain current technological demands. This item will be installed on Detective Bounds' forensic machine.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
Anti-Virus Software-Renewal 15	Annual	\$240.00	1.0	100.0	\$240.00
Compact Disc (10)	One-Time	\$24.50	10.0	100.0	\$245.00
Website Hosting	Annual	\$278.39	1.0	100.0	\$278.39
					\$763.39

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, skip this section.

If supplies/operations are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

Anti-Virus Software Renewal. This is software for anti-virus and Internet Security. Currently all Task Force computers are running software and need to continue with the subscription to prevent any virus or Trojan intrusions that potentially could hinder the use of any Task Force computer. The Task Force forensic examiners run this software on a suspect's computer to determine if any viruses currently on the suspect's machine. The Task Force investigators will use the software on all undercover computers and forensic machines. The Task Force has up to 15 computers for renewal.

Compact Disc (Cd)- the Task Force uses Cd's to archive evidence collected during Task Force investigations. This is a one-time purchase.

Website Hosting/Domain Registration- The Task Force currently has a registered domain for **bcsdcybercrimes.com** that allows the Task Force to have an online presence. The Task Force changed to a new website hosting company called HostGator on September 1, 2015. Failing to continue with the renewal would cause a disruption to the website. Included with this annual renewal is Sitelock protections. This will protect the website from malicious malware. The website host and domain registration will be an annual renewal.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
AccessData FTK License Renewal (2)	Annual	\$1.00	1.0	100.0	\$1.00
Air Card	Monthly	\$40.60	12.0	100.0	\$487.20
Internet Evidence Finder	Annual	\$3,750.00	1.0	100.0	\$3,750.00
Internet Service	Monthly	\$79.94	12.0	100.0	\$959.28
UFED Touch Ultimate Sofeware-Renewal (2)	Annual	\$6,197.98	1.0	100.0	\$6,197.98
					\$11,395.46

Contractual Justification

Contractual Justification

If contractual or consultant services are not included in the budget, skip this section.

If contractual or consultant services are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

Access Data FTK License Renewal. This is an annual renewal and supports the Forensic Tool Kit Forensic software by Access Data. FTK is used by forensic examiners that provides comprehensive processing and indexing of computers, hard drives, and other digital media for analyzing evidence recovered in investigations. The license will be used by Cody Bounds, and Detective Dustin Heckmaster. Detective Cody Bounds and Detective Dustin Heckmaster have both completed the All AccessData Online pass that covers FTK Bootcamp, recovering data from the computer registry, Windows Operating system, and much more.

Air Card (Internet Wireless) Renewal. This renewal allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site or further investigation beyond normal business hours. This service allows investigators to access the Internet when away from the office area in surrounding counties. This is a continuation of our current air card account.

Internet Evidence Finder (IEF)- is a digital forensics software by Magnet Forensics to find, analyze and present digital evidence found on computers, smartphones and tablets in an automated fashion. The software will search, parse and carve for hundreds of different types of digital forensic artifacts. The software will prepare a viewer to help analyze the large volumes of data allowing identification the evidence. The company offers 1 to 4 modules to the customer to custom build the program around the forensic lab needs. The Task Force has chosen to have all modules that will allow the examiners to have versatile use, to include in the lab and mobile triage. IEF is becoming a standard software tool utilized by a large amount of forensic labs and will work to greatly reduce the current backlog of digital forensic examinations due to its ability to help automate the forensic analysis process. This software will be utilized by Detective Cody Bounds and Detective Dustin Heckmaster.

Internet Service. This is an undercover Internet account for investigators to have Internet access to areas necessary for their investigations, yet restricted through governmental Internet account. Internet provided to the Task Force was force to change service providers January 1, 2016. The Internet service provider will be CenturyLink.

UFED Touch Ultimate Software Renewal- The software is designed to meet the challenges of recovering the massive amount of data stored in the modern mobile devices. The UFED software is able to extract, decode, analyze and report data. Detectives Cody Bounds and Tracy Perkins will utilize the UFED software located at the Boone County Task Force and Detective Dustin Heckmaster at the University Police Department. Detective Bounds is certified in the physical analyzer. Detective Heckmaster complete the full certification in May 2016. Detective Perkins is certified up to the Logical Acquisition.

Total Budget

Total Project Cost:

\$155,464.51

Brief History

Brief History

Identify the following information to provide an overview of the project:

In January 2007, the Boone County Sheriff's Department joined forces with the Columbia Police Department, the Boone County Prosecuting Attorney's Office and the University Police Department to establish the Mid-Missouri Internet Crimes Task Force. The purpose for organizing the Task Force goes back to 1999 when the Boone County Sheriff's Department began actively investigating crimes perpetrated through the Internet. In 2002, the focus turned on investigating crimes against children which led to undercover covert investigations and then in 2004, investigations increased in the possession and distribution of child pornography. The Sheriff's Department continued to see an issue with the exploitation of children through the Internet and requested funding in 2007.

The Task Force changed names to the Boone County Sheriff's Department Cyber Crimes Task Force in 2010.

Statement of the Problem

Statement of the Problem

Provide the following information to define the problem that you will be attempting to impact with the project for which you are requesting funds:

With the overwhelming increase in the use of Internet and technology, the frequency of criminal activity occurring through the use of technology is also increasing. Crimes against children such as enticement, child pornography, sexual assault, human trafficking, and other forms of child exploitation continue to increase each year. During the past year the Task Force has attempted to work some proactive investigations, but reactive investigations have continued to distract from the proactive cases. The lack of personnel to work the proactive investigations plays a huge impact on the amount of cases not being worked.

Since 2007, the number of investigations has fluctuated over the past several years, but the Task Force maintains an average of just around 100 cases per year. Between January 1, 2007 and December 31, 2015, the Task Force had conducted **995** investigations with over **208** arrests and performed **1190** forensic examinations. The vastmajority of cases handled by the Task Force are the distribution, possession and production of child pornography; including Cyber Tip reports from the National Center for Missing and Exploited Children, and the enticement of a child.

	2007	2008	2009	2010	2011	2012	2013	2014	2015
Investigations	108	120	112	127	137	121	96	80	94
Reactive	38	61	56	72	104	98	81	70	83
Proactive	70	59	56	55	33	23	15	10	11
Arrests	19	26	25	18	33	16	30	12	29
Forensic Examinations	52	109	132	164	214	133	115	113	158

The Task Force has been able to maintain the caseload since 2007. In June 2014, personnel shifted still leaving the Task Force with 2 full time investigators, but only 1 full-time forensic examiner. The Task Force has 1 part-time forensic examiner, but the examiner works on exams 1 case at a time. The Task Force relies 100% of grant resources to cover salaries, benefits, training, equipment, software and supplies for the Task Force to continue. The Task Force has no other local money to support the cost associated with the unit. Occasionally, the Task Force will receive reimbursement money from the Courts stemming from forensic examinations, and/or Missouri ICAC money, but the amounts are unpredictable, and are insufficient to support the unit.

The Task Force serves 7 counties and no other law enforcement agency in the service area can support out of pocket personnel to be assigned to the Task Force, on a part or full-time basis. Currently, the Task Force investigators work any investigation in the seven counties that is initially reported to our unit, or by a CyberTip report. The Task Force chooses to handle the CyberTips directly to make sure the reports are handled appropriately and the necessary steps are taken to determine the validity of the report or an arrest is made.

Crimes against children through the Internet continue to increase, and so will the amount of hours spent on each individual case, either through investigation and/or forensic examinations. If there were other resources, such as, personnel and/or local money contributions, the resources would still be insufficient to maintain the level of training, supplies and equipment needed to work the cases effectively, and even the cost expense to support the staff. The Task Force would not be able perform at the current level without the assistance of the grant.

Goals and Objectives

Goals and Objectives

Explain your expectations for the proposed program. Be specific.

Goals are the program's desired results. The goals should be clearly stated, realistic and achievable, even if they are not readily measurable.

Objectives are the intermediate results or accomplishments to achieve each goal. The objectives must be both measurable and achievable.

The goals for the 2016-17 grant period for the Boone County Sheriff's Department Cyber Crimes Task Force is to reduce or eliminate the number of children and families becoming victims. For those who have become victims perpetrated through the Internet, the Task Force works to apprehend those responsible for the crimes committed. Four goals are outlined through both investigative, forensics and educational methods. Each goal is important and stands on its own merit and is not necessarily ranked in any specific order.

Goal #1- Continue to work new investigations, both reactive and proactive Internet crimes against children.

Objective # 1- During the 12 month grant period; initiate at least 15 new investigations, per quarter.

Objective #2- During the 12 month grant period; initiate at least 5 proactive investigations involving the exploitation of children through the Internet, per quarter.

Goal #2- Continue forensic examinations, both computer and cell phones

Objective #1- During the 12 month grant; exam at least 30 electronic evidence items, per quarter.

Goal #3- Continue educating schools and community groups about Internet safety and to include law enforcement agencies.

Objective #1- In the 12 month grant period; provide at least 25 community presentations to parents and students, annually.

Objective #2- To conduct in-service training to at least 2 area law enforcement agencies within the grant period. The Task Force designed a 4 hour block training titled Digital Investigations for Law Enforcement. The training was POST certified through the Department of Public Safety in the area of Technical Studies.

Goal #4- Continue to collect and analyze data received from the survey during the 2015-2016 grant.

Objective #1- Analyze data collected from the mid-Missouri schools during the 2015-2016 grant. Report this data to the participating schools to help target and educate the areas of concerns to their students. Furthermore, analyze the data and use the information during Task Force presentations to help students, parents and the communities understand the dangers kids are placing themselves into when using technology.

Type of Program

Type of Program

Provide the following information about the program that will be implemented by the requested funds:

The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit. The Task Force would like all participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated through the use of computers, the Internet, cellular telephones, and other electronic media within the communities it serves.

The Task Force serves a seven (7) county area with four (4) criminal justice agencies as primary and (20) criminal justice agencies as associate members.

The Task Force currently has three investigators from the Boone County Sheriff's Department that are assigned to the Task Force. Salaries for Detectives Bounds and Evans fall under the grant and Detective Perkins respective agency pays her salary. All equipment and software funded by the grant are used by Perkins, Evans, Bounds and Heckmaster. Detective Perkins and Evans both work reactive and proactive investigations. Detective Bounds handles forensic examinations including computers, cell phones, and tablet devices.

Furthermore, Detective Dustin Heckmaster from the University Missouri Police Department is assigned to the Task Force on a part time forensic examiner basis. Detective Heckmaster salary is paid for by his agency. All forensic training and software is paid for with the grant. This investigator will handle forensic examinations on a case by case situation.

Special Agent Sean McDermott with the Federal Bureau of Investigations from Jefferson City is assigned to the Task Force on a part-time basis. S.A. McDermott assist with Task Force search warrants, knock and talks, and provides additional investigative information, if possible. The Task Force investigators assist S.A. McDermott on Federal exploitation investigations within our multi-jurisdictional area.

The major focus of the Task Force is the investigation and prosecution of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, human trafficking, commercial sexual trafficking of children, cyber bullying, sexting, sextortion, or other crimes perpetrated through the use of computers, the Internet, cellular telephones, or other electronic media. These investigations focus on both undercover and complainant driven investigations. On a regular basis, the Task Force receives calls directly to the Task Force from parents and other parties who's reporting a crime against a child perpetrated through the Internet.

The Task Force provides forensic examinations on computers, cellular telephones, and other electronic media to law enforcement agencies and prosecuting attorneys among the 7 counties the Task Force serves. The Task Force conducts examinations on devices that were used to commit crimes against children to include; homicide, sex crimes against adults, harassment, assaults, death investigations and much more.

In addition, investigators assigned to this Task Force participate in public awareness and education programs to educate primarily, public and private schools, parent organizations, civic groups, religious organizations, local media, or other group meetings to help educate about the dangers of the Internet. The efforts are to reduce the likelihood of becoming a victim of Internet crime.

Also, Task Force investigators provide training to area law enforcement on a variety of issues regarding Internet or computer

related investigations and electronic media. The Task Force has had an opportunity to teach to Missouri School Resource Officer Association, and other individual law enforcement agencies.

Proposed Service Area

Proposed Service Area

Describe the proposed service area by identifying the following information:

The Cyber Crimes Task Force serves a seven county area in Mid-Missouri. The Task Force provided technical, investigative and forensic assistance to law enforcement agencies and prosecuting attorneys in the counties that are immediately adjacent to Boone County including Audrain, Callaway, Cole, Cooper, Howard and Randolph.

Furthermore, any law enforcement agency or prosecuting attorney in the service area may request the Task Force to assist with an investigation regarding offenses involving the Internet, computer, or cellular phone media. The Task Force will continue to assist outside our service area when appropriate and requested. As of July 1, 2015 the estimated population for the 7 county service area is approximately 375,054. The Task Force conducts a large amount of presentations to public and private schools within the service area. As of July 1, 2015, the estimated number of schools is well over 135 schools.

Our Task Force is a member of the Missouri Internet Crimes Against Children Task Force and as such will assist any other Internet Crimes Task Force located in Missouri or across the United States, as requested.

Primary agencies for this Task Force with signed Memorandum of Understanding:

- Boone County Sheriff's Department
- Boone County Prosecuting Attorney's Office
- University of Missouri Police Department
- Federal Bureau of Investigations

Associate agencies with signed Memorandum of Understanding:

- Ashland Police Department
 - Auxvasse Police Department
 - Boonville Police Department
 - Centralia Police Department
 - Columbia Police Department
 - Fayette Police Department
 - Fulton Police Department
 - Hallsville Police Department
 - Jefferson City Police Department
 - Holts Summit Police Department
 - Mexico Department of Public Safety
 - Moberly Police Department
 - New Franklin Police Department
 - Sturgeon Police Department
 - Audrain County Sheriff's Department
 - Cole County Sheriff's Department
 - Cooper County Sheriff's Department
 - Callaway County Sheriff's Department
 - Howard County Sheriff's Department
 - Randolph County Sheriff's Department
-

Supplanting

Supplanting

Describe whether or not other federal, state, or local funds are available to the applicant agency for the purpose of the project. Be specific!

If any of the following factors apply to the proposed project, provide information to address the factors that apply:

Funding for the recurring costs included in this application ended on May 31, 2016 when the 2016 SCCG closed. No other funds including donations, grants, local money or other funds are available to fund the requested items. No funds are available for newly requested items such as salaries, equipment, supplies, or training. If money is received through restitution or forfeitures the money will not be used to fund items through the SCCG grant.

In the past years, the Task Force has received some money generated from MO ICAC, restitution and forfeiture money which is reported as program income money. The amounts vary each year and if monies are received the Task Force uses the money for unexpected training, equipment and supplies not covered by the SCCG grant.

Community Impact

Community Impact

Describe how the proposed project will affect the community(s) that your program will serve and the public safety and crime-related issues within the community(s).

The Boone County Sheriff's Department Cyber Crimes Task Force will impact the community in a number of ways including the investigation of Internet crimes; the prosecution of Internet offenders; the protection and educating Mid-Missouri children; educating parents, teachers, and law enforcement officers about safety of children and reduce Internet crime. Over the past several years the Task Force has seen an increase in cases reported as a result of our community awareness programs. Furthermore, the Task Force continues to receive letters from families and victims to show their gratitude for what we do in helping protect children.

Since 2007, the Task Force has arrested over 200 individuals and several who have been convicted of various crimes against children thus creating a safer community. In the past several years, the Task Force has seen prior offenders, who have reoffended. The Task Force has assisted other law enforcement with intelligence regarding these offenders.

During community presentations the Task Force receives feedback from parents that they are monitoring cell phone use and being more vigilant in keeping their children safe because of the Task Force presentations. Presentation awareness will continue with the award of this grant. As this awareness increases, however, new technology and the availability causes new problems and concerns. These new challenges require investigators to continue their training and continue to be updated on computer related investigations and to expand further knowledge into cell phone, and tablet technology.

Our community will be impacted by the reduction of sexual perpetrators. This can be achieved in two ways: by apprehending the offenders and by utilizing the media and other sources to discourage offenders from coming to our jurisdiction. A strong, offensive approach will be proactive by letting Internet criminals know that Central Missouri is not a place to commit crimes against children. This Task Force can be a powerful component in the fight against Internet predators.

Our service area will also be impacted by our ability to conduct forensic examinations of computers, cellular telephones, and other electronic media. This service will give law enforcement agencies and prosecuting attorneys a resource to have electronic media examined in a timely manner by a professional and trained examiner who has experience testifying in court. The Task Force can assist area law enforcement with their investigations and area prosecutors to have successful prosecution of defendants accused of committing crimes against children through the use of technology.

Report of Success

Report of Success

If the proposed project is not currently being supported with SCCG funds from the Missouri Department of Public Safety, Office of the Director, put N/A.

If the proposed project is currently being supported with SCCG funds, restate the goals and objectives from your current contract as listed in your approved application. Clearly identify whether or not each objective has been attained.

The goals for the Boone County Sheriff's Department Cyber Crimes Task Force during 2015/2016 grant was set to focus on prevention and education. Four primary goals were set and objectives outline what the Task Force proposed to accomplish through both investigative and educational methods. Each goal is important and stands on its own merit and is not necessarily ranked in any specific order.

Goal #1. Continue to work new investigations, both reactive and proactive Internet crimes against children.

1. During the 12 month grant period the Task Force anticipated to increase new investigations by 5%. At the end of April 2016 the Task Force has conducted 69 new investigations. The Task Force did not meet the 5% increase calculating from the previous 2014-15 grant period which totaled 98. Looking at the overall year to year calculations the Task Force worked 94 cases in 2015 compared to 79 investigations in 2014. Even though the Task Force did not meet the objective, the Task Force handled several large investigations that was labor intensive and time consuming.
2. During the 12 month grant period the Task Force set a goal to conduct at least 5 proactive investigations per quarter. At the end of April 2016 the Task Force has worked a total of 10 proactive investigations involving the distribution of child pornography and enticement of a child. . The Task Force did not meet this objective. Two of four quarters the Task Force worked 4 investigations, per quarter. The Task Force worked hard to try and meet this objective, but with changing trends and the lack of personnel solely working these type of investigations this will forever be a struggle. Currently the Task Force has 2 full-time investigators working both proactive and reactive investigations.
3. During the 12 month grant period the Task Force set a goal to increase arrest of individuals by 5% calculating from the 2014-15 grant. For the grant period the Task Force arrested 16 individuals which surpassed the objective. Looking at the overall year to year totals the Task Force arrested 29 individuals in 2015.

Goal #2. Continue forensic examinations, both computer and cell phones

1. During the 12 month period, the Task Force set a goal to exam at least 20 electronic items, per quarter. The Task Force surpassed this objective. The Task Force completed approximately 188 exams for this grant period. The Task Force has 1 full time forensic examiner, Detective Cody Bounds and 1 part time forensic examiner, Dustin Heckmaster. Detective Tracy Perkins is certified up to logical certified, so she has been assisting with cell phone examinations. Cell phone examinations is most examined piece of evidence within the Task Force.

Goal #3 - Continue educating schools and community groups about Internet safety.

1. During the 12 month period the Task Force set an objective to provide at least 20 presentations. During this grant period the Task Force provided 35 presentation to both schools and community organizations. For this grant period the Task Force has made an impact to over 4500 participants. The Task Force has always made community awareness a priority and will continue to present to the community to protect our children.
2. During this grant period the Task Force provided in-service training in July 2015 to the Missouri School Resource Officers Association during their annual conference. Attending the conference was approximately 200 officers from all over the state of Missouri. The Missouri School Resource Officer Association has asked for the Task Force to present again during the 2016 conference.
3. In September 2016 the Task Force updated the website www.bcsdcybercrimes.com. The updated website provides a more interactive and easier resource for parents and the community. The re-design allowed a section for law enforcement to have easy access to forms commonly used in the field. Furthermore, law enforcement agencies who are requesting forensic examinations can use the website to make sure all necessary items to have for their request.

Goal #4. Collecting data from kids to understand how they are becoming victims of sex crimes through the use of a cell phone and computers.

1. During this grant period the Task Force created a survey for Mid-Missouri schools. Around March 2016 the Task Force formulated a 20 question survey. The survey was designed to either have the school administer by hard copy or an online

survey online link. The Task Force began contacting schools to request for their participation. Several schools have participated, and will be able to report a final total within the next few months.

Overall the accomplishments of the Task Force for this grant period have proven to be a continued success. The Task Force has a good work environment and works well with the primary and associate agencies in our multi-jurisdictional area. The Task Force will continue to focus on the proactive investigations as these investigations play a role in the possible recovery of hands on offenders to children in our community.

Audit Requirements

Date last audit was completed:	June 30, 2015
Date(s) covered by last audit:	January 1, 2014 to December 31, 2014
Last audit performed by:	RubinBrown LLP
Phone number of auditor:	314-290-3300
Date of next audit:	April 2016
Date(s) to be covered by next audit:	January 1, 2015 to December 31, 2015
Next audit will be performed by:	RubinBrown LLP

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

*The **Federal Amount** refers to funds received directly from the Federal Government or federal funds passed through state agencies in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.*

*The **State Amount** refers to funds received directly from the State of Missouri, not including federal pass-thru funds, in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.*

Federal Amount:	\$1,042,399.00
State Amount:	\$2,582,060.00

Required Attachments

Attachment	Description	File Name	File Size	Type
Memorandum of Understanding (MOU)	2016 MOU for Boone County Cyber Crimes Task Force	2016 MOU.pdf	82.0 MB	pdf

Other Attachments

Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2017 SCCG Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.

I have read and agree to the terms and conditions of the grant. Yes

If you marked No to the question above, please explain:

Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

Authorized Official Name:

Daniel Atwill

Job Title:

Presiding Commissioner

Date:

