



ORD#
4930

JACKSON COUNTY, MISSOURI
PURCHASING DEPARTMENT
415 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2706
(816) 881-3267
FAX: (816) 881-3268

C. Oates 12/13/16

PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

PO - 1404 - 34476

Page Number
1 of 1

Purchasing Order Date
12/05/2016

FEDERAL TAX EXEMPT NO. 43-91-0217K
STATE SALES TAX EXEMPT SEC. 30 (10)
ARTICLE 3, MISSOURI CONSTITUTION
MISSOURI TAX I.D. 12495671

SHIP TO EMERGENCY PREPAREDNESS OFFICE
201 W. LEXINGTON, SUITE 202
INDEPENDENCE, MO 64050

VENDOR FEDERAL SIGNAL CORPORATION
2645 FEDERAL SIGNAL DRIVE
UNIVERSITY PARK, IL 60466-3195

DELIVERY DATE: 12/08/2016

DELIVERY HOURS - MON TO FRI 8 00 AM - 4 00 PM

BUYER / PHONE NUMBER		ACCOUNT CODES		REQUESTED BY		
JESSICA JOHNSON 816-881-3465				JOHNSON DEBRA		
BID #		F.O.B.	DELIVERY	REQ #		
		DESTINATION	INSIDE DELIVERY REQUIRED	RE-321158090032125-000		
Line No.	Quantity	Unit	Item Description		Unit Price	Amount
1	0.00		PUBLIC ADDRESS SYSTEMS PUBLIC WARNING SIREN FOR LANDAHL PARK 010-1226-56080-999-9999-9999-16			6,008.00
2	0.00		PUBLIC ADDRESS SYSTEMS PUBLIC WARNING SIREN FOR LANDAHL PARK 010-1226-58170-999-9999-9999-16 This Purchase Order is issued under Section 1030.4 of Chapter 10 of the Jackson County Code. County Ordinance No: 4930 MARC Contract No. 41			19,629.00
					TOTAL	25,637.00

CERTIFY THAT THERE IS A BALANCE OTHERWISE UNENCUMBERED TO THE CREDIT OF THE APPROPRIATION TO WHICH THIS REQUEST IS CHARGEABLE, AND A CASH BALANCE OTHERWISE UNENCUMBERED IN THE TREASURY TO THE CREDIT OF THE FUND FROM WHICH PAYMENT IS TO BE MADE, EACH SUFFICIENT TO MEET THE OBLIGATORY HEREBY AUTHORIZED.

Please Render Invoice To:

EMERGENCY PREPAREDNESS OFFICE
201 W. LEXINGTON, SUITE 202
INDEPENDENCE, MO 64050
Contact: MARK WIDNER
Phone: 816-881-1626

DIRECTOR OF FINANCE / PURCHASING



FEDERAL SIGNAL

Safety and Security Systems

Advancing security and well being.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

Contact Name: Michael Curry, Manager
Customer: Jackson County Emergency Prep.
Address: 201 West Lexington
City: Independence
State: MO
Zip: 64050
Phone: 816-881-4625
Cell: *
Fax: *
Email: mcurry@jacksongov.org
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS
1208161020
Please reference quote no. on your order
Date Quoted: 12/8/16

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
Siren Equipment							
1	1	2001-130	Electro-mechanical rotating siren, 130 db(C) @00Hz	450	450	\$ 7,744.00	\$ 7,744.00
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	235	235	\$ 6,324.03	\$ 6,324.03
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	180	180	\$ 1,786.98	\$ 1,786.98
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$ 349.74	\$ 349.74
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	20	20	\$ 117.45	\$ 117.45
6	1	PVS220W-48	SOLAR POWER OPTION, DC	100	100	\$ 3,306.00	\$ 3,306.00
Total Equipment							\$ 19,628.20
Shipping							
1	1	ES-FREIGHT	Shipping Fees	LBS	1,010		\$ -
Services							
1	1	TK-I-2001ADC-Z2	2001 AC-DC Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2			\$ 6,008.00	\$ 6,008.00
Total Services							\$ 6,008.00
Total of Project							\$ 25,636.20

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Adverse Site Conditions: Including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 10-12 weeks
Freight Terms: FOB Destination
Terms: Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Brian Cates
Signature

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity, as

Signature: CFO
Title: _____

Date: 12/9/2016
Date: _____

Purchase Order MUST be made out to:
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484
Purchase Order MUST be e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513
dee@bvpsonline.com

APPROVED AS TO FORM

Signature: Jay D. H... County Counselor
County Counselor
3 pp \$
12/8/16



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2645 Federal Signal Drive
 University Park, Illinois 60484-0975

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Quotation No.: FWS
 1208161020

SALES AGREEMENT

(1) Agreement. This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) Termination. This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses or disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) Price/Shipping/Payment. Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claims of loss against the carrier.

(5) Taxes. Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) Delivery. Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) Returns. Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) Limited Warranty. FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(10) Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

(11) PATENTS. FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) Assignment and Delegation. Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) Severability. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) Installation. Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

JSA
 12/8/16



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

2645 Federal Signal Drive
 University Park, Illinois 60484-0975
 800.548.7229
 alertnotification.com

(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the 'WARNING SITE SURVEY FORM' or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping slits and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

(28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fire, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

2645 Federal Signal Drive
 University Park, Illinois 60466-3195
 708-534-3400
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QJA
12/8/16