



Jackson County Health Department

July 7-14, 2021

COVID-19

Data

**More in depth data can be found on the [JACOHD dashboard](#).

JACOHD

- Total Cases – 41,143
 - Confirmed – 32,973
 - Probable – 8,170
- Total Deaths – 550

Totals by Week:

- Cases – 632
- Deaths – 9

Current Outbreaks

SMYM Youth Camp – 42
Camp Summit – 23
Waterford Ladies Home – 10
Oak Grive Nursing & Rehab – 8

**Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

JACOHD/ Jackson County Vaccine Data

**Jackson County vaccine data can be found [here](#).

JACOHD

- Total doses administered – 74,715
- Jackson County
 - 42% of Jackson County residents have initiated vaccination; 37.3% have completed vaccination
 - Jackson County's population: 383,230
 - 160,994 first doses have been administered; 294,629 total doses have been administered

JACOHD/TMC Sponsored Testing

Tuesday, July 20, 2021 10 a.m. - 2 p.m. – 1300 NE Legacy Park Dr. Lee's Summit
Wednesday, July 21, 2021 10 a.m. - 2 p.m. – 1300 NE Legacy Park Dr. Lee's Summit

Symptomatic Testing: Call 816-404-CARE

JACOHD Vaccine Clinics

Thursday, July 15, 2021 8:15 a.m. – 4 p.m. – JACOHD, Independence
9:15 a.m. – 3:30 p.m. – Grandview, The View

Friday, July 16, 2021 8:15 a.m. – 4 p.m. – JACOHD, Independence
12 p.m. – 6 p.m. – Grandview Library

Walk-ins welcome, appointments preferred. All Missourians over the age of 12 are eligible for vaccination. Residents can visit [jacohd.org/events](#) to find and book a COVID-19 vaccination appointment.

Mon-Fri, July 19-23, 2021 8:15 a.m. – 4 p.m. – JACOHD, Independence

Monday, July 19, 2021 4 p.m. – 8 p.m. – Lone Jack Library

PPE Supply

The supply rate meets the demand rate.

Testing Supply

The health department is testing symptomatic and asymptomatic individuals at traveling clinics in EJC several days a week.

JCDC Testing

This outbreak is now closed. JACOHD is continually working with JCDC on reporting and investigation.

Weekly Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE
415 East 12th Street
Kansas City, MO 64106

201 West Lexington, 2nd Floor
Independence, MO 64050

July 16 – July 22, 2021

- | | | |
|----------------------|------------|--|
| 07-16-2021 Friday | 10:00 A.M. | Board of Equalization Swearing In/Orientation –
Historic Truman Courthouse, 112 West Lexington Avenue,
2nd Floor – Large and Small Meeting Rooms
Independence, MO |
| 07-19-2021 Monday | | NO ANTI-CRIME, INTER-GOVERNMENTAL
AFFAIRS, HEALTH & ENVIRONMENT, FINANCE &
AUDIT, LAND USE, PUBLIC WORKS, RULES, OR
SITE PREPARATION OVERSIGHT COMMITTEE
MEETINGS |
| | 9:45 A.M. | Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 9:55 A.M. | Budget Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 10:00 A.M. | LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| 07-20-2021 Tuesday | 9:00 A.M. | Board of Equalization Hearings –
Historic Truman Courthouse, 112 West Lexington Avenue,
2nd Floor – Large and small Meeting Rooms
Independence, MO
CANCELED |
| 07-21-2021 Wednesday | 9:00 A.M. | Board of Equalization Hearings –
Historic Truman Courthouse, 112 West Lexington Avenue,
2nd Floor – Large and small Meeting Rooms
Independence, MO
CANCELED |

07-22-2021 Thursday	9:00 A.M.	Board of Equalization Hearings – Historic Truman Courthouse, 112 West Lexington Avenue, 2nd Floor – Large and small Meeting Rooms Independence, MO CANCELED
	3:00 P.M.	Worker's Compensation Quarterly Meeting – Meeting will be held via conference call 877-873-8018, access code 9882166

Persons with disabilities wishing to participate in the above meetings and who require a reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required. To put information on Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$28,848.00 within the 2021 Sheriff Revolving Fund to cover the cost of a replacement HVAC split system unit at the Sheriff's Office General Headquarters.

RESOLUTION NO. 20722, July 19, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Office's General Headquarters building requires a replacement HVAC split system unit to replace the current worn-out and outdated unit that has exceeded its useful life; and,

WHEREAS, the unit is available from an existing County term and supply vendor; and,

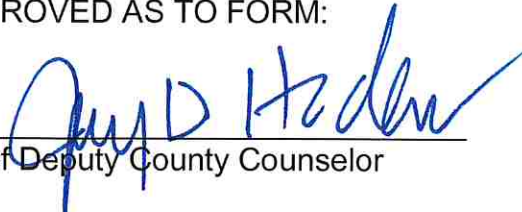
WHEREAS, a transfer is necessary in order to place the needed funds in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2021 Sheriff Revolving Fund:

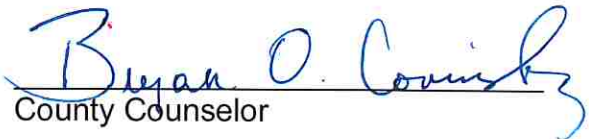
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCROPTION</u>	<u>FROM</u>	<u>TO</u>
Sheriff Revolving Fund			
Sheriff			
048-4201	56830- Contingency	\$28,848	
048-4201	58020- Buildings & Improvements		\$28,848

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20722 of July 19, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____


Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the transfer are available from the source indicated below.

ACCOUNT NUMBER: 048 4201 56830
ACCOUNT TITLE: Sheriff Revolving Fund
Contingency
NOT TO EXCEED: \$28,848.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20722

Sponsor: Ronald E. Finley

Date: July 19, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20722
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	7/19/2021

Introduction

Action Items: ['Authorize', 'Transfer']

Project/Title:

Requesting the transfer of funds and the purchase of an HVAC split system unit at Sheriff's Office General Headquarters, "GHQ", by Johnson Controls, Inc. of Lenexa, KS.

Request Summary

The Sheriff's Office requests the transfer of funds and the purchase of an HVAC split system unit. The primary unit that provides HVAC to the Dispatch area and server room at GHQ has reached the end of its service life, as noted during a repair by Johnson Controls, Inc. of Lenexa, KS in March 2021. Paid invoice 1-102202947470 dated 3/30/2021 shows the complete service notes and is attached for reference. The current unit is a 1987 model; the compressor was replaced in 2004. The unit uses R-22 refrigerant that is no longer supported and is very expensive to maintain. The dependability of performance of the current unit is questionable given its age and specifications. The Sheriff's Office supports the vendor recommendation to replace the equipment now rather than wait until it fails completely, especially given the critical nature of the Dispatch and server room operations.

Johnson Controls, Inc. of Lenexa, KS, a current county Term & Supply vendor, provided a proposal to replace the HVAC split system unit at a total cost of \$28,848. The Sheriff's Office recommends purchasing the unit, pursuant to Section 1030.4 of the Jackson County Code, from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions set forth in General Services Administration Contract No. GS-06F-0060P, an existing competitively bid government contract.

We are requesting a budget transfer of \$28,848 within the Sheriff's Revolving Fund from Revolving Fund - Contingency 048-4201-56830 to Revolving Fund - Buildings & Improvements 048-4201-58020.

Contact Information

Department:	Sheriff	Submitted Date:	6/23/2021
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information

Amount authorized by this legislation this fiscal year:	\$28,848
Amount previously authorized this fiscal year:	\$ 0

Request for Legislative Action

Total amount authorized after this legislative action:			\$28,848
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	56830 (Contingency Fund)	\$28,848
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	58020 (Buildings & Improvements)	\$28,848

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20254	September 16, 2019

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Request for Legislative Action

Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History

Elizabeth A. Money at 6/23/2021 11:03:33 AM - [Submitted |]
Department Director: Anne E. Collier at 6/30/2021 8:02:15 PM - [Returned for more information | Restaring workflow due to workflow issue. Original comments are as follows:Elizabeth A. Money at 6/23/2021 11:03:33 AM - [Submitted |] Department Director: Ronald A. Fletcher at 6/23/2021 11:40:31 AM - [Approved |] Department Director: Barbara J. Casamento at 6/23/2021 12:51:17 PM - [Returned for more information | Remove "authorizing the acceptance of a proposal" from Project Title, Request Summary and Memorandum and replace with "request the transfer of funds and the purchase of" Need Johnson Controls city and state in Request Summary Quote has wrong contract number on it, please add correct contract number Quote has "confidential" written on it, this needs to be removed Should reference Resolution 20254 which approved the contract with Johnson Controls Why is there an additional invoice added to documents/]]
Submitter: Elizabeth A. Money at 7/1/2021 9:38:58 AM - [Submitted | Revised memo and quote are attached. Resolution 20254 added. Prior invoice is attached to show service technician notes.]
Department Director: Ronald A. Fletcher at 7/1/2021 9:57:36 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/1/2021 10:56:26 AM - [Approved |]
Compliance: Katie M. Bartle at 7/1/2021 11:49:04 AM - [Approved | eRLA 136]
Finance (Budget): Mark Lang at 7/2/2021 12:54:56 PM - [Returned for more information | You will need to adjust the "fund" portion of the "TO" account of the transfer. Keep the fund as 048. Then also change the narrative in the "Request Summary" from "General Fund" to "Sheriff's Revolving Fund".]
Submitter: Elizabeth A. Money at 7/2/2021 1:24:28 PM - [Submitted | The fund has been changed as directed.]
Department Director: Ronald A. Fletcher at 7/2/2021 3:38:25 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/2/2021 3:53:46 PM - [Approved |]
Compliance: Jaime Guillen at 7/2/2021 10:31:40 PM - [Approved |]
Finance (Budget): Mark Lang at 7/6/2021 9:39:17 AM - [Returned for more information | I missed this the first time through, but since we are buying a new HVAC system, we will need to use the account "58020" for the purchase.]
Submitter: Elizabeth A. Money at 7/6/2021 9:50:26 AM - [Submitted | The account line item has been changed as directed.]
Department Director: Ronald A. Fletcher at 7/6/2021 10:47:54 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/6/2021 12:53:09 PM - [Approved |]
Compliance: Jaime Guillen at 7/6/2021 6:31:32 PM - [Approved |]
Finance (Budget): Mark Lang at 7/7/2021 9:07:10 AM - [Approved | The fiscal note has been attached.]
Executive: Troy Schulte at 7/7/2021 11:18:28 AM - [Approved |]
Legal: Elizabeth Freeland at 7/15/2021 10:48:07 AM - [Approved |]

Fiscal Note:

Funds sufficient for this transfer are available from the sources indicated below.

PC# 420121009 000

Date: July 14, 2021

RES # 20722
eRLA ID #: 136

Org Code/Description	Object Code/Description	From	To
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048 Sheriff Revolving Fund

4201	Sheriff	56830	Contingency	\$	28,848	\$	-
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4201	Sheriff	58020	Buildings & Improvements	-	28,848
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APPROVED
By Mark Lang at 10:08 am, Jul 14, 2021

Budget Office

\$	28,848	\$	28,848
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Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

To: Purchasing
CC: Captain David Epperson
From: Beth Money, Office Administrator
Re: RLA to Replace HVAC Unit by Johnson Controls, Inc. of Lenexa, KS
Date: June 30, 2021; Updated Fund July 2, 2021

The Sheriff's Office is requesting the transfer of \$28,848 within the Sheriff's Office Revolving Fund Contingency to purchase an HVAC split system unit at Sheriff's Office General Headquarters, "GHQ", by Johnson Controls, Inc. of Lenexa, KS.

The primary unit that provides HVAC to the Dispatch area and server room at GHQ has reached the end of its service life, as noted during a repair by Johnson Controls, Inc. in March 2021. Paid invoice 1-102202947470 dated 3/30/2021 shows the complete service notes and is attached for reference. The current unit is a 1987 model; the compressor was replaced in 2004. The unit uses R-22 refrigerant that is no longer supported and is very expensive to maintain. The dependability of performance of the current unit is questionable given its age and specifications. The Sheriff's Office supports the vendor recommendation to replace the equipment now rather than wait until it fails completely, especially given the critical nature of the Dispatch and server room operations.

Johnson Controls, Inc. of Lenexa, KS, a current county Term & Supply vendor, provided a proposal to replace the HVAC split system unit at a total cost of \$28,848. The Sheriff's Office recommends purchasing the unit, pursuant to Section 1030.4 of the Jackson County Code, from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions set forth in General Services Administration Contract No. GS-06F-0060P, an existing competitively bid government contract.

We are requesting a budget transfer of \$28,848 within the Sheriff's Revolving Fund from Contingency 048-4201-56830 to Maintenance & Repair Buildings 048-4201-56510.



Jackson County Sheriff's Office Split Replacement
Quote Prepared by Mark Hess
06/30/2021



PROPOSAL

Account Information

Bill To: JACKSON COUNTY MISSOURI
415 E 12TH ST
KANSAS CITY MO
USA 64106

Quote Reference Number: 1-1B7M2GF9

Project Name: Jackson County Sheriff's Office Split Replacement

Site: JACKSON COUNTY SHERIFFS OFFICE HQ
4001 NE LAKEWOOD COURT
LEES SUMMIT MO 64064

Branch Info: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42

Attn: Phillip Quilico

Customer Information

Name: Phillip Quilico

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$28,847.81

This proposal is valid through: 08/31/2021

JACKSON COUNTY MISSOURI

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

This proposal is in accordance with the Johnson Controls General Services Administration Contract No. GS-06F-0060P

Remove existing end of life split system

Provide and install new split system:

- 208V 3ph pulled from existing panel to serve new equipment
 - existing equipment is 1ph, new equipment only available in 3ph
- 10T R-410A heat pump, 2 pipe
 - Hot gas bypass to modulate capacity at low loads
 - Intellispeed VFD fan for improved comfort and energy savings
 - See submittal docs for additional detail

Adding a VAV box to better control conditioned air entering office area and to provide supplemental heat is recommended. Pricing available upon request.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform

services hereunder.

11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. Privacy. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

RR 44669 001

ORIGINAL INVOICE

Invoice #: 1-102202947470 Invoice Date: 03/30/2021
PO #/Auth: BL-4201-44669 Service Request: 1-102077374806
Customer WO#: SR Type: L&M
Customer Acct: 1859803 Branch Name: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42

Bill To:
JACKSON COUNTY MISSOURI
415 E 12TH ST
KANSAS CITY MO 64106

Service Site:
JACKSON COUNTY SHERIFFS OFFICE
HQ
4001 NE LAKEWOOD WAY,
LEES SUMMIT MO 64064

Contractor/License Information :

Requested By: Phillip Quilico
Phone: 8165418017

Service Requested: 911 Dispatch room hot

Service Provided: Arrived on March 23rd
I Talked to my on-site contact Phil and he brought me to the condensing unit that was not cooling complaint was condenser motor not working.

Trane
M# TWA120A300EB
S# 302234CAD

With further investigation found the FCC had failed and had started leaking refrigerant causing fan not to engage. Picked up parts and will return Wednesday morning Arrived on site replaced FCC and checked Condensate drain found plugged clean. Trap reinstalled, verified filters and belts both good at this time. Charged machine with 8 LBS. of R-22 refrigerant supplied by JCI. due to low ambient temperatures charge appears to be in good standing with operation of fan cycle control 10-14 SC / 8-12SH compressor amps within rated work completed at this time however I recommend a second visit to Phil are site contact when temperatures increase to test charge on machine.

Note: this equipment is a good candidate for replacement due to the R-22 refrigerant used, age of machine, and overall further dependability of performance from Equipment. I have discussed with Phil about replacement of equipment and have passed it on to my sales team to contact him for a meeting.

Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
4.5	03/24/2021 Regular Mechanical Heavy	Hour	\$171.00	\$769.50	\$0.00	\$769.50
Sub-Total				\$769.50	\$0.00	\$769.50
Materials						
1	Fan Cycle	Each	\$263.93	\$263.93	\$0.00	\$263.93
8	R-22 R-22 HCFC Refrigerant	Pound	\$33.75	\$270.00	\$0.00	\$270.00
Sub-Total				\$533.93	\$0.00	\$533.93
Fees						
1	Disposal, Environmental & Usage Charge Refrigerant	Each	\$110.00	\$110.00	\$0.00	\$110.00



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-102202947470 Invoice Date: 03/30/2021
PO #/Auth: BL-4201-44669 Service Request: 1-102077374806
Customer WO#: SR Type: L&M
Customer Acct: 1859803 Branch Name: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42

1	Ppe Supplies	Each	\$10.00	\$10.00	\$0.00	\$10.00
	Sub-Total			\$120.00	\$0.00	\$120.00
	Mileage					
30	Mileage	Each	\$1.84	\$55.20	\$0.00	\$55.20
	Sub-Total			\$55.20	\$0.00	\$55.20
Invoice Sub-Total						\$1,478.63
Sales Tax						\$0.00
Total Due					USD	\$1,478.63

Direct Billing Inquiries(913) 307-4200

Terms: If any invoice is not paid in full upon receipt, the Customer hereby agrees to pay interest at a rate of 1.5% per month (18% annually) upon the unpaid portion of the invoice. If action or suit is brought by Johnson Controls to collect any amount due or owing under this bill, Customer agrees to pay all costs of collection including attorney's fees.

All invoice payments greater than \$25,000 must be made via wire transfer, check or money order. Seller will not accept payment in the form of a credit card, debit card or other similar payment device on amounts greater than \$25,000.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (913) 307-4200

To Remit Via Credit Card:
Call the phone number listed above.

INVOICE#: 1-102202947470

AMOUNT DUE: USD \$1,478.63

Remit Payment To:

JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of petroleum products for use by the Public Works and Parks + Rec Departments to Heathwood Oil of Kansas City, KS, under the terms and conditions of Invitation to Bid No. 24-21.

RESOLUTION NO. 20723, July 19, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Public Works and Parks + Rec Departments have a continuing need for petroleum products; and,

WHEREAS, the Director of Finance and Purchasing has solicited proposals for these products under Invitation to Bid No. 24-21; and,

WHEREAS, a total of thirty-eight notifications were distributed and two responses were received from the following:

BIDDER

Heathwood Oil
Kansas City, KS

A.N. Petroleum
Bates City, MO

and,

WHEREAS, pursuant to section 1054.6, Jackson County Code, 1984, the Director of Finance and Purchasing recommends award to Heathwood Oil of Kansas City, KS, for the reason that it has submitted the lowest and best bid, as set forth in the attached

recapitulation and analysis; and,

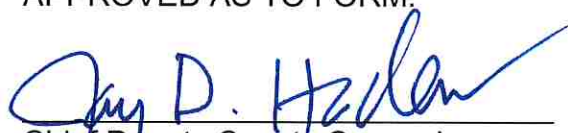
WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

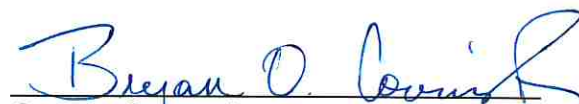
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20723 of July 19, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

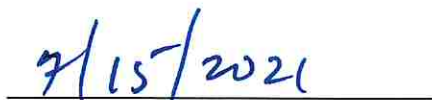
Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.



Date



Chief Administrative Officer

Bid No: 24-21

Commodity: Petroleum Products

Vendor: Heathwood Oil

Bid Recap		Quote					
REQUIRED SUBMITTALS	Yes/No	Item #	Item Name	Unit	Est Qty	Costs	Bid As Specified
			Parks + Rec				
Contract Signed	Y	1.0	Wiper wash, premix, four season protects to -20 degrees F	55 gal drum	6	\$69.30	Yes
Affidavit	Y	2.0	Tube grease, Lithium complex #2	Case/10	40	\$25.20	Yes
Compliance Review	Y	3.0	10W 30 SAE, GF-3 ILSAC API service SJ, SH, recycled oil, Everywhere SJ, SH, ILSAC GF-2	55 gal drum	13	\$402.05	Yes
Certificate of Compliance	Y	4.0	Antifreeze, concentrated green, standard, universal AF gas/diesel	55 gal drum	4	\$360.80	Yes
Statement of Contractor's Qualification	Y	5.0	HY32 Hydraulic fluid, for use on John Deer, Case, New Holland, Caterpillar latest equipment	55 gal drum	7	\$715.00	Yes
Acknowledgement of Receipt of Addenda	N/A	6.0	HWAW46 Hydraulic fluid, meets requirements of: Cincinnati Milacron P-68, p-69, P70 Denison HF-0, Vickers M-2950-S, I-286-S	55 gal drum	4	\$295.90	Yes
Bidder's Quote	Y	7.0	HWAW68 Hydraulic fluid, meets requirements of: Cincinnati Milacron P-68, p-69, P70 Denison HF-0, Vickers M-2950-S, I-286-S	55 gal drum	8	\$348.15	Yes
Bidder's Exceptions	N	8.0	15W 40 recycled oil, Api CI-4 Plus, CI-4, CH-4, CF/SL Mack EO-M Plus, Valvo VDS, VDC-2, Cummins 20071, 72, 76, 77, 78, Globa DHD-1	55 gal drum	12	\$394.35	Yes
Contractor's Utilization Plan	N/A	9.0	Mercon V, must also meet Dexron III specifications and have licensing approvals from Ford	55 gal drum	4	\$548.90	Yes
		10.0	80/90 Gear oil, EP Gear Lube Api: GLT, MT-1; Also meets: Mack GO-J, MIL-PRF-2105E	55 gal drum	2	\$540.41	Yes
		11.0	80/90 Gear oil, EP Gear Lube Api: GLT, MT-1; Also meets: Mack GO-J, MIL-PRF-2105E	16 gal pail	1	\$173.47	Yes
		12.0	Wheel bearing and chassis grease NLGI Rating GC-LB	5 gal pail	2	\$80.50	Yes

		13.0	Lithium grease Complex #2 grease	5 gal pail	4	\$80.50	Yes
		14.0	Dextron III/Mercon, must have licensing approvals from GM, Ford, Chrysler, Allison and Caterpillar	55 gal pail	1	\$435.05	Yes
		15.0	Petroleum oil grease, Premium Total Use, NLGI-GC-LB standard grease	16 gal pail	1	\$276.00	Yes
Contracts: See attached		16.0	Oil Dry	40 pound bag	40	\$6.47	Yes
References: See attached.			Road & Bridge				Yes
		17.0	10W Oil, T 04 specs	5 gal pail	200	\$53.25	Yes
		18.0	30W Oil, T 04 specs	5 gal pail	200	\$57.39	Yes
		19.0	10W 30 motor oil API CI-4 & SL	5 gal pail	25	\$46.23	Yes
		20.0	10W 30 motor oil API CI-4 & SL	1 quart	20	\$49.45	Yes
		21.0	15W 40 motor oil API CI4, SL	Gallon/bulk	1500	\$7.17	Yes
		22.0	15W 40 motor oil API CI4, SL	5 gal pail	20	\$45.60	Yes
		23.0	15W 40 motor oil API CI4, SL	1 quart	20	\$50.60	Yes
		24.0	Hydraulic Oil, ISO 32	5 gal pail	30	\$42.78	Yes
		25.0	Hydraulic Oil, ISO 32	1 quart	20	No Bid	Yes
		26.0	High temperature Lithium Complex NLGI grade #2 grease	55 gal drum	5	\$803.85	Yes
		27.0	High temperature lithium Complex NLGI grade #2 grease	10 tube carton poly 7	10	\$25.20	Yes
		28.0	Petroleum oil grease, premium Total Use, NLGI-GC-LB standard	55 gal drum	6	\$803.85	Yes
		29.0	Tractor Hydraulic Fluid – John Deere, Case, New Holland, Caterpillar latest specs	5 gal pail	300	\$39.50	Yes
		30.0	Wiper wash fluid, freeze point -20 degrees F	6 gal case	100	\$12.67	Yes
		31.0	Diesel Flow	1/2 gal	50	See Comment Below	No

	32.0	75W-140 synthetic oil	1 quart	10	\$225.50	Yes
	33.0	80-90W GL-5	55 gal drum	4	\$506.00	Yes
	34.0	Antifreeze, green standard, universal AF gas/diesel	Gallon/bulk	500	\$6.56	Yes
	35.0	Antifreeze, Dex-cool, longlife AF auto engines	Gallon	50	\$44.63	Yes
	36.0	Transmission Oil – Synthetic automatic, must meet OEM performance standards of Allison C-4, TES-295, TES-389; Chrysler ATFs; GM DEXRON, DEXRON II, IID, 111G, 111H, VI; Ford MERCON, MERCON V, SP, LV; Hyundai SPIL, SPIL, NWS9638, and be presented in one package.	5 gal pail	200	\$52.61	Yes
	37.0	(Ex: Champion Brand Synthetic Global, part no. 4357 or comparable.)	55 gal drum	6	\$471.35	Yes
		Misc Items Not Listed Above				
	38.0	Drum deposit, if required, indicate each price	1 each	n/a	\$20.00	-
		Grand Total (Items 1-38)			\$8,116.24	
	39.0	Discount offered off manufacturer's list price for items not listed above*	n/a	n/a	10%	-
	40.0	Delivery time after receipt of order	Days	n/a	Within 5 Days	-

Comments: Line #31 - Unit of Measure is 12-1 quart case @ \$82.80 - \$13.80 2 Quart-1/2 Gallon

Request for Legislative Action

Res.: 20723

Sponsor: Theresa Cass Galvin

Date: July 19, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20723
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	7/19/2021

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twelve Month Term and Supply Contract with One Twelve Month Option to extend for the furnishing of Petroleum Products for use by the Public Works and Parks + Rec Departments to Heathwood Oil Company, Inc of Kansas City, Kansas under the terms and conditions of Invitation to Bid No. 24-21

Request Summary

The Public Works and Parks + Rec Departments require a Term and Supply Contract for the furnishing of Petroleum Products. The Purchasing Department issued Invitation to Bid No. 24-21 in response to this requirement.

A total of thirty-eight notifications were distributed and two responses were received and evaluated. Please see Bid Recap attachment.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with One Twelve Month Option to extend for the furnishing of Petroleum Products to Heathwood Oil Company, Inc of Kansas City, Kansas as the lowest and best bid meeting specifications.

The annual estimated usage of \$28,000 for the following County Departments:

Public Works - Road & Bridge Division: \$20,000

Parks + Rec: \$8,000

This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

Contact Information

Department:	Finance	Submitted Date:	6/15/2021
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

Budget Information

Request for Legislative Action

Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19149	May 16, 2016

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.	

Request for Legislative Action

History

Keith E. Allen at 6/15/2021 2:26:48 PM - [Submitted |]
Department Director: Bob Crutsinger at 7/1/2021 10:28:12 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/1/2021 11:03:05 AM - [Returned for more information
| Need total estimated award amount in summary]
Submitter: Keith E. Allen at 7/2/2021 9:41:31 AM - [Submitted |]
Department Director: Bob Crutsinger at 7/6/2021 8:46:31 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/6/2021 12:50:02 PM - [Approved |]
Compliance: Jaime Guillen at 7/7/2021 11:11:44 AM - [Approved |]
Finance (Budget): Mark Lang at 7/7/2021 1:22:19 PM - [Approved | No fiscal note needed for a term
and supply contract.]
Executive: Troy Schulte at 7/7/2021 1:47:41 PM - [Approved |]
Legal: Elizabeth Freeland at 7/15/2021 10:49:09 AM - [Approved |]



Jackson County
Public Works Department

ROAD MAINTENANCE

34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: June 10, 2021

SUBJECT: Recommendation for Vendor: Heathwood Oil

Please consider Heathwood Oil be awarded term and supply vendor for bid No. 24-21 Petroleum Products to County Road and Bridge division. Heathwood Oil can provide Jackson County with products at a better rate than the other proposed bid.

It is estimated that the County could spend approximately \$20,000.00 annually with Heathwood Oil.

For the reasons above, it has been requested that Heathwood Oil be awarded the term and supply contract for bid No. 24-21, Petroleum Products.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



JACKSON COUNTY

Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
www.jacksongov.org

*Administration
Historic Sites
Ranger Station
Leisure Services
(816) 503-4800
Fax (816) 795-1234*

*Kemper Outdoor
Education Center
(816) 229-8980*

*Fred Arbanas
Golf Course at
Longview Lake
(816) 761-9445*

*Blue Springs Marina
(816) 795-1112*

*Jacomo Marina
(816) 795-8888*

*Longview Marina
(816) 966-0131*

*Special Population
Services
(816) 763-5130*

MEMORANDUM

TO: Keith Allen, Senior Buyer, Purchasing
FROM: John Johnson, Superintendent Park Operations
DATE: June 3, 2021
SUBJECT: T/S Contract: ITB No. 24-21 Petroleum Products

The Parks + Rec department recommends the contract award to Heathwood Oil as lowest and best bidder. Parks purchases vehicle/equipment fluids, oils, etc. for the Parks fleet. Heathwood has provided excellent service in the past.

Parks anticipates spending:
\$4,000 – 1602-57240 over the next twelve months.
\$4,000 – 1666-57240

Thank you.

Frank White Jr., County Executive

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for the furnishing of PETROLEUM PRODUCTS for use by the Parks + Rec Department and Road & Bridge Division of the Public Works Department.
- 1.2 Term of Contract: The term of this Agreement/Contract will be Twelve (12) Month Term & Supply Contract with One (1) 12-Month Options to extend, subject to available funding and Legislative approval.
- 1.3 Items specified herein will be ordered on an "As Needed" basis throughout the Contract Term. Although exact usage cannot be determined, it is estimated that the County will spend approximately \$50,000 annually on this contract.

2.0 AWARD REQUIREMENTS

- 2.1 CERTIFICATE OF INSURANCE: The Successful Contractor will be required to submit to the Purchasing Department a certificate of Insurance meeting or exceeding the provisions of Item 15 under the "General Conditions" and Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this contract.
- 2.2 W-9 FORM: The Successful Contractor must provide a complete IRS W-9 Form for this contract.
- 2.3 LICENSES: The Successful Contractor must provide upon written request evidence of current required Federal, State, Local and Occupational Licenses.

3.0 SPECIFICATIONS

- 3.1 County must be able to place orders by telephone.
- 3.2 All orders are to be shipped FOB Destination, Inside Delivery Only. Contractor pays all freight.
Delivery Locations (but not limited to):

Jackson County, Missouri
Parks + Rec Department
Equipment Repair Shop
3314 NE Rennau Drive
Lee's Summit, MO 64064

Jackson County, Missouri
Parks + Rec Department
Fred Arbanas Golf Course at Longview Lake
11100 View High Drive
Kansas City, MO 64134

Jackson County, Missouri
Public Works Department
Road & Bridge Maintenance Facility
34900 Old US 40 Highway
Oak Grove, MO 64075

- 3.3 MSDS (Material Safety Data Sheets) MUST be provided at time of delivery on ALL products applicable.
- 3.4 Purchase Orders: If awarded a Contract as a result of this bid/proposal; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department BEFORE providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.
 - 3.4.1 Blanket Purchase Orders will be issued by the Purchasing Department as authority for using department to purchase in compliance with this Contract.
 - 3.4.2 Purchase Orders showing actual line items may also be issued against this Contract. Each invoice must reflect only the merchandise relating to one purchase order.
- 3.5 Alternate Bids: Alternate bids will only be considered if the label and technical sheet with the name of the product and manufacturer is submitted with your bid response. Bids offering other than the items specified herein shall be identified

by the Manufacturer's Name and Catalog Number. MUST provide Manufacturer's Warranty covering oil and repair to equipment damage directly caused by a defect or malfunction of the lubricant.

3.5.1 Jackson County, Missouri reserves the right to determine if items bid are equal to items specified. Jackson County, Missouri reserves the right to accept or reject alternate bids.

- 3.6 Discontinued Items: If a listed item has been discontinued, bid on manufacturer's replacement item or a comparable item and indicate in the quotation form the item is a replacement item along with the Manufacturer's Name and Catalog Number of the item being bid. Manufacturer's descriptive literature shall be submitted with your bid response to be considered.
- 3.7 Quantities are estimates only; the actual quantity used may exceed or not exceed the estimated amounts. Items may be ordered in varying quantities as need during the Contract period.
- 3.8 Jackson County, Missouri reserves the right to split this Contract Award; therefore, do not bid if your bid would be all or nothing.
- 3.9 Price Increases: The Successful Contractor may increase prices only when the increase applies to the General Public and is stated officially IN WRITING to the Jackson County, Missouri Purchasing Department. Price increases shall not take effect against the County until the Successful Contractor has verified the fulfillment of this condition to the reasonable satisfaction of the County's Purchasing Department. No price increase will be allowed during the first six (6) months of the term of the contract.
- 3.10 Fuel Surcharge: NO FUEL SURCHARGES allowed during the term of this contract or any of its extensions. The Successful Contract will not bill Jackson County for any fuel surcharges throughout the term of this contract and its extensions.
- 3.11 Samples and Manufacturer's Specification Sheets: Upon written request, bidders must submit samples and manufacturer's specification sheets (included MSDS sheets) for each brand bid. Failure to submit samples and specification sheets as requested and by the date requested may result in the REJECTION of your bid. Samples may be examined as a part of the evaluation process.

4.0 REQUIRED SUBMITTALS

- 4.1 The following information must be submitted with your response to this Invitation to Bid:
- 4.1.1 Contractor's Signature Portion, Page 2
 - 4.1.2 Affidavit, Page 3
 - 4.1.3 Compliance Review Form, Page 4; or a copy of current Certificate of Compliance from Jackson County, Missouri as outlined above.
 - 4.1.4 Statement of Contractor's Qualifications, Page 5-6
 - 4.1.5 Acknowledgement of Receipt of Addenda, Page 8
 - 4.1.6 Bidder's Quotation, Attachment 1, Pages 16-18
 - 4.1.7 Bidder's Exceptions, Exhibit F, Page 20
 - 4.1.8 Contractor's Utilization Plan, Pages 21-25
- 4.2 All responses to the Invitation to Bid become the property of the County and will not be returned.
- 4.3 Bid shall be in an opaque envelope or box with this Invitation to Bid name and number and the Respondent's name and address on the front.
- 4.4 Expenses and costs incurred in the preparation of bids in response to this Invitation to Bid are the sole responsibility of the Respondent and shall not be reimbursed by the County.
- 4.5 Invitation to Bid Deadline and Delivery Instructions are on Page 1 of this Invitation to Bid.
- 4.6 Failure to include any of the items listed in Section 4.1 may result in the REJECTION of your bid.

5.0 EVALUATION PROCESS

- 5.1 All bids received that are responsive to the General Conditions, Specifications and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee will evaluate responses and make recommendations for award.

- 5.2 Jackson County, Missouri shall be the sole judge of the bids submitted for this Invitation to Bid and its decision shall be final.

6.0 QUESTIONS

- 6.1 All questions regarding this Invitation to Bid must be in writing and emailed as detailed under General Conditions, Item Number Five (5) on Page Nine (9) of this Invitation to Bid by May 18, 2021 by 5:00 PM, CST. Point of Contact for this Invitation to Bid is Keith Allen, email address: kallen@jacksongov.org All answers to questions will be published on the County's website in the form of Addenda.
- 6.2 Respondents and their agents (including subcontractors, employees, consultants, or anyone else action on their behalf) must follow this procedure. Respondents or their agents may not contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Respondent's bid.


ATTACHMENT 1
RESPONDENT'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 24-21

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
<u>PARKS + REC</u>					
1.	Wiper wash, premix, four season protects to -20 degrees F	55 gal drum	6	\$ 69.70	YES
2.	Tube grease, Lithium complex #2	Case/10	40	\$ 25.20	A
3.	10W 30 SAE, GF-3 ILSAC API service SJ, SH, recycled oil, Everywhere SJ, SH, ILSAC GF-2	55 gal drum	13	\$ 402.05	
4.	Antifreeze, concentrated green, standard, universal AF gas/diesel	55 gal drum	4	\$ 366.80	
5.	HY32 Hydraulic fluid, for use on John Deer, Case, New Holland, Caterpillar latest equipment	55 gal drum	7	\$ 715.00	
6.	HWA46 Hydraulic fluid, meets requirements of: Cincinnati Milacron P-68, p-69, P70 Denison HF-0, Vickers M-2950-S, I-286-S	55 gal drum	4	\$ 295.90	
7.	HWA68 Hydraulic fluid, meets requirements of: Cincinnati Milacron P-68, p-69, P70 Denison HF-0, Vickers M-2950-S, I-286-S	55 gal drum	8	\$ 348.15	
8.	15W 40 recycled oil, Api CI-4 Plus, CI-4, CH-4, CF/SL Mack EO-M Plus, Valvo VDS, VDC-2, Cummins 20071, 72, 76, 77, 78, Globa DHD-1	55 gal drum	12	\$ 394.35	
9.	Mercon V, must also meet Dexron III specifications and have licensing approvals from Ford	55 gal drum	4	\$ 548.90	
10.	80/90 Gear oil, EP Gear Lube Api: GLT, MT-1; Also meets: Mack GO-J, MIL-PRF-2105E	55 gal drum	2	\$ 540.41	
11.	80/90 Gear oil, EP Gear Lube Api: GLT, MT-1; Also meets: Mack GO-J, MIL-PRF-2105E	16 gal pail	1	\$ 173.47	
12.	Wheel bearing and chassis grease NLGI Rating GC-LB	5 gal pail	2	\$ 80.50	
13.	Lithium grease Complex #2 grease	5 gal pail	4	\$ 80.50	✓
14.	Dextron III/Mercon, must have licensing approvals from GM, Ford, Chrysler, Allison and Caterpillar	55 gal drum	1	\$ 435.05	YES

ATTACHMENT 1 continued
RESPONDENT'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 24-21

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
15.	Petroleum oil grease, Premium Total Use, NLGI-GC-LB standard grease	16 gal pail	1	\$ 276.00	YES
16.	Oil Dry	40 pound bag	40	\$ 6.47	YES
ROAD & BRIDGE					
17.	10W Oil, T 04 specs	5 gal pail	200	\$ 53.25	
18.	30W Oil, T 04 specs	5 gal pail	200	\$ 57.39	
19.	10W 30 motor oil API CI-4 & SL	5 gal pail	25	\$ 46.23	
20.	10W 30 motor oil API CI-4 & SL	1 quart	20	\$ 49.45	
21.	15W 40 motor oil API CI4, SL	Gallon/bulk	1500	\$ 7.17	
22.	15W 40 motor oil API CI4, SL	5 gal pail	20	\$ 45.60	
23.	15W 40 motor oil API CI4, SL	1 quart	20	\$ 50.60	
24.	Hydraulic Oil, ISO 32	5 gal pail	30	\$ 42.78	
25.	Hydraulic Oil, ISO 32	1 quart	20	\$ No Bid	
26.	High temperature Lithium Complex NLGI grade #2 grease	55 gal drum	5	\$ 803.85	
27.	High temperature lithium Complex NLGI grade #2 grease	10 tube carton poly 7	10	\$ 25.20	
28.	Petroleum oil grease, premium Total Use, NLGI-GC-LB standard	55 gal drum	6	\$ 803.85	
29.	Tractor Hydraulic Fluid – John Deere, Case, New Holland, Caterpillar latest specs	5 gal pail	300	\$ 39.50	YES
30.	Wiper wash fluid, freeze point -20 degrees F	6 gal case	100	\$ 12.67	YES
31.	Diesel Flow (82.80CASE) 12/1QTCASE	1/2 gal	50	\$ 13.80 = 2QT / 1/2 GAL	NO ONLY SIZE DIFFERENCE
32.	75W-140 synthetic oil	1 quart	10	\$ 225.50	YES
33.	80-90W GL-5	55 gal drum	4	\$ 506.00	YES
34.	Antifreeze, green standard, universal AF gas/diesel	Gallon/bulk	500	\$ 6.56	YES

ATTACHMENT 1 continued
RESPONDENT'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 24-21

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
35.	Antifreeze, Dex-cool, longlife AF auto engines	Gallon	50	\$ 44.63	Yes
36.	Transmission Oil – Synthetic automatic, must meet OEM performance standards of Allison C-4, TES-295, TES-389; Chrysler ATFs; GM DEXRON, DEXRON II, 11D, 111G, 111H, VI; Ford MERCON, MERCON V, SP, LV; Hyundai SPII, SPIII, NWS9638, and be presented in one package. (Ex: Champion Brand Synthetic Global, part no. 4357 or comparable.)	5 gal pail	200	\$ 52.61	
37.	Transmission Oil – Synthetic automatic, must meet OEM performance standards of Allison C-4, TES-295, TES-389; Chrysler ATFs; GM DEXRON, DEXRON II, 11D, 111G, 111H, VI; Ford MERCON, MERCON V, SP, LV; Hyundai SPII, SPIII, NWS9638, and be presented in one package. (Ex: Champion Brand Synthetic Global, part no. 4357 or comparable.)	55 gal drum	6	\$ 471.35	
MISC. ITEMS NOT LISTED ABOVE					
38.	Drum deposit, if required, indicate each price	1 each	n/a	\$ 20.00	
GRAND TOTAL (Items 1-38)				\$ 8110.04	
39.	Discount offered off manufacturer's list price for items not listed above*	n/a	n/a	% 10	
40.	Delivery time after receipt of order	Days	n/a	WITHIN 5 DAYS	


*NOTE 1: Submit price list(s) and catalog(s) in Hard Copy or on CD accessible by Jackson County. If no discount offered, you must indicate "NONE" or "ZERO" to be considered for award.

NOTE 2: Submit additional information on your company's letterhead as applicable to complete your bid.

State Regular Business Days and Hours: M - F 7:30^{AM} to 4:30 PM

Contact Person and Phone number: Steve Shandell 913-321-1764

CERTIFICATION

SIGNATURE:		DATE:	5/17/21
NAME:	Steve Shandell	PHONE:	9133211764
TITLE:	Pres.	MOBILE:	9136341040
COMPANY NAME:	HEATHWOOD Oil Co., INC.	FAX:	9133211769
EMAIL ADDRESS:	SAS@HEATHWOODoil.com		

ITB: 24-21 Date: May 25, 2021 Petroleum Products													Heathwood Oil Kansas City, KS	A.N. Petroleum Bates City, MO			
NO	DESCRIPTION	UNIT	QTY	Bid AS Specified Yes/No	AMOUNT	AMOUNT	<i>y/n</i> AMOUNT	AMOUNT	AMOUNT								
Parks + Rec																	
1	Wiper wash, premix; four season protects to -20 degrees F	55 gal drum	6	Yes	69. ³⁰	202. ⁰⁰	Yes										
2	Tube grease, Lithium complex #2	Casco/10	40	{	25. ²⁰	49. ⁰²											
3	10W 30 SAE, GF-3 ILSAC API service SJ, SH, recycled oil, Everywhere SJ, SH, ILSAC GF-2 Antifreeze, concentrated green, standard, universal AF gas/diesel	55 gal drum	13	}	402. ⁰⁵	no bid											
4	HY32 Hydraulic fluid, for use on John Deere, Case, New Holland, Caterpillar latest equipment	55 gal drum	7	~	360. ⁸⁰	704. ²⁷											
5	Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q	55 gal drum	4	~	715. ⁰⁰	937. ⁹⁹											
6	Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q	55 gal drum	8	~	295. ⁹⁰	894. ⁴⁶											
7	Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q, Cincinnati Milacron P-68, p-69, P70 Denison HF-Q	55 gal drum	12	~	348. ¹⁵	923. ⁷⁸											
8	CF/SL Mack EO-M Plus, Valvo VDS, VDC-2, Mercon V, must also meet Dexron III specifications and have licensing approvals from Ford	55 gal drum	4	~	394. ³⁵	no bid											
9	80/90 Gear oil, EP Gear Lube Api: GLT, MT-1; Also meets: Mack CO-J, MIL-PRF-210SE	55 gal drum	2	~	548. ⁹⁰	1,103. ²⁴											
10	80/90 Gear oil, EP Gear Lube Api: GLT, MT-1; Also meets: Mack CO-J, MIL-PRF-210SE	55 gal drum	1	~	540. ⁴¹	1,846. ⁰⁰											
11	Wheel bearing and chassis grease NLGI Rating GC-LB	5 gal pail	2	~	173. ⁴⁷	553. ⁸⁰											
12	Lithium grease Complex #2 grease	5 gal pail	4	~	80. ⁵⁰	189. ⁷³											
13	Dexron III/Mercon, must have licensing approvals from GM, Ford, Chrysler, Allison and Caterpillar	5 gal	1	~	80. ⁵⁰	189. ⁷³											
14	Petroleum oil grease, Premium Total Use, NLGI-GC-LB standard grease	16 gal pail	1	~	485. ⁰⁵	852. ⁹⁹											
15	Oil Dry	40lb Bag	40	✓	276. ⁶⁰	650. ⁵²	~										
16					6. ⁴⁷	8. ⁹⁵	✓										

MAY 25 PM2:03

ABSTRACT OF BIDS

ITB: 24-21									
Date: May 25, 2021									
Petroleum Products									
Heathwood Oil Kansas City, KS									
A.N. Petroleum Bates City, MO									
NO	DESCRIPTION	UNIT	QTY	Bid As Specified Yes/no	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Road & Bridge									
17	10W Oil, T 04 specs	5 gal pail	200	yes	53.25	95.29	yes		
18	30W Oil, T 04 specs	5 gal pail	200	✓	57.39	97.56			
19	10W 30 motor oil API CI-4 & SL	5 gal pail	25	✓	46.23	103.48			
20	10W 30 motor oil API CI-4 & SL	5 gal pail	20	✓	49.45	7.22			
21	15W 40 motor oil API CI4, SL	1 quart	1500	✓	7.17	13.74			
22	15W 40 motor oil API CI4, SL	Gallon/bulk	20	✓	45.60	89.37			
23	15W 40 motor oil API CI4, SL	5 gal pail	20	✓	50.60	7.30			
24	Hydraulic Oil, ISO 32	1 quart	30	✓	42.78	92.88			
25	Hydraulic Oil, ISO 32	5 gal pail	20	✓	no bid	no bid			
26	High temperature Lithium Complex NLGI grade #2 grease	1 quart	5	✓	803.85	3,696.00			
27	High temperature lithium Complex NLGI grade #2 grease	55 gal drum	10	✓	25.20	101.01			
28	Petroleum oil grease, premium Total Use, NLGI-GC-LB standard	10 tube carton poly 7	6	✓	803.85	1,958.40			
29	Tractor Hydraulic Fluid - John Deere, Case, New Holland, Caterpillar latest specs	55 gal drum	300	✓	39.50	92.49			
30	Wiper wash fluid, freeze point -20 degrees F	5 gal pail	100	✓	12.67	22.07			
31	Diesel Flow	6 gal case	50	NO	See bid	122.00			
32	75W-140 synthetic oil	1/2 gal	10	yes	225.50	no bid			
33	80-90W GI-5	1 quart	4	✓	506.00	679.00			
34	Antifreeze, green standard, universal AF gas/diesel	55 gal drum	500	✓	6.56	6.60			
35	Antifreeze, Dex-cool, longlife AF auto engines	Gallon	50	✓	44.63	13.00			

ABSTRACT OF BIDS

ITB: 24-21 Date: May 25, 2021 Petroleum Products						Heathwood Oil Kansas City, KS		A.N. Petroleum Bates City, MO							
NO	DESCRIPTION	UNIT	QTY	Bid As Specified Yes/No	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
36	Transmission Oil - Synthetic automatic, must meet OEM performance standards of Allison C-4, TES-295, TES-389; Chrysler ATFs: GM DEXRON, DEXRON II, 11D, 11G, 11H, VI; Ford MERCON, MERCON V, SP, LV; Hyundai SP1, SP11, NWS9638, and be presented in one package. (Ex. Champion Brand Synthetic Global, part no. 4357 or comparable)			Yes	52.61	244.79	Yes								
37	Transmission Oil - Synthetic automatic, must meet OEM performance standards of Allison C-4, TES-295, TES-389; Chrysler ATFs: GM DEXRON, DEXRON II, 11D, 11G, 11H, VI; Ford MERCON, MERCON V, SP, LV; Hyundai SP1, SP11, NWS9638, and be presented in one package. (Ex. Champion Brand Synthetic Global, part no. 4357 or comparable)			Yes	471.35	2,637.25	Yes								
Misc. Items Not Listed Above															
38	Drum deposit, if required, indicate each price	1 each	n/a		20.00	25.00									
Grand Total (Items 1-38)					8,110.64										
39	Discount offered off manufacturer's list price for items not listed above*	n/a	n/a		10 %	0.90									
40	Delivery time after receipt of order	Days	n/a		within 5	1-2 days									

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED

ON: May 25, 2021
Dee: H. Granda
 CLERK OF THE LEGISLATURE
Dee: H. Granda
 PURCHASING

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract for the furnishing of surplus liquidation and/or auction service and related services for use by the Sheriff's Office to PropertyRoom.com, of Frederick, Maryland, under the terms and conditions of the Sourcewell Contract No. 012821-PRC, an existing government contract, at no cost to the County.

RESOLUTION NO. 20724, July 19, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Office has a continuing need for surplus asset liquidation and/or auction services to dispose of items seized or recovered in the course of its duties; and,

WHEREAS, by law these items need to be disposed of via sale or auction and a contract is recommended to allow for the items to be picked up from the Sheriff's Office and sold via a website in lots or individually; and,

WHEREAS, the recommended vendor will transport the property to its facility to be auctioned online and retain a percentage of the proceeds, with the remaining funds distributed as required by law, resulting in no cost to the County; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply for the furnishing of these services to Property Room.com, of Frederick, MD, under the terms and conditions of Sourcewell Contract No. 012821-PRC, an existing, competitively bid government contract; and,

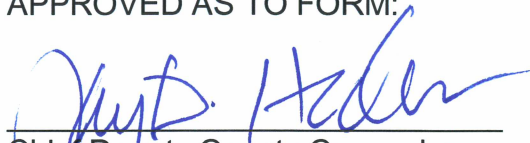
WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to use any services; now therefore,

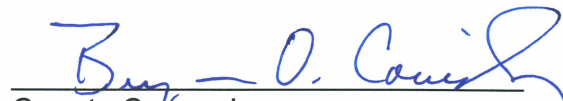
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20724 of July 19, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____


Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20724

Sponsor: Ronald E. Finley

Date: July 19, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20724
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	7/19/2021

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twelve-Month Term and Supply Contract for Surplus Asset Liquidation and/or Auction Service with Related Services for use by the Sheriff's Office to PropertyRoom.com, Inc. of Frederick, MD under the terms and conditions of Sourcewell Contract No. 012821-PRC, an existing competitively bid government contract.

Request Summary

The Sheriff's Office requires Surplus Asset Liquidation and/or Auction Services to dispose of the inventory of seized and/or recovered items on an "as needed" basis. Pursuant to Missouri State Law and relevant Court Orders, the inventory of seized and/or recovered items need to be disposed of via sale or auction. This contract would allow for items that were not destroyed to be picked up from the Sheriff's Office and sold on a website, in lots or individually. There will be no cost to the County for these services. The recommended vendor will sell the items, deduct their processing fee and the Sheriff's Office will receive any remaining funds as revenue.

Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office recommends the award of a Twelve-Month Term and Supply Contract for the furnishing of surplus Asset Liquidation and/or Auction Services with Related Services for use by the Sheriff's Office to PropertyRoom.com, Inc. of Fredrick, MD under the terms and conditions of Sourcewell Contract No. 012821-PRC, an existing competitively bid government contract.

Contact Information

Department:	Sheriff	Submitted Date:	7/7/2021
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No

Single Source Funding:

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20510	September 28, 2020
19583	September 18, 2017
19248	September 6, 2016

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not Spending Money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none"> This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

Request for Legislative Action

History

Elizabeth A. Money at 7/7/2021 11:41:01 AM - [Submitted | There is no budget impact for this request.]
Department Director: Ronald A. Fletcher at 7/7/2021 4:11:53 PM - [Approved | Approved. A/Sheriff
Ron Fletcher]
Finance (Purchasing): Barbara J. Casamento at 7/7/2021 4:37:34 PM - [Not applicable |]
Compliance: Jaime Guillen at 7/8/2021 9:28:34 AM - [Approved |]
Finance (Budget): Mark Lang at 7/9/2021 9:40:28 AM - [Approved | Term and Supply contract - no fiscal
note]
Executive: Troy Schulte at 7/9/2021 9:52:46 AM - [Approved |]
Legal: Elizabeth Freeland at 7/15/2021 10:55:07 AM - [Approved |]



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

To: Purchasing
CC: Captain David Epperson & Acting Captain Charles DeGroff
From: Beth Money, Office Administrator
Re: RLA to Award a Term & Supply Contract to PropertyRoom.com, Inc. of Frederick, MD
Date: July 7, 2021

Per Captain Ronda Montgomery, the Sheriff's Office requires Surplus Asset Liquidation and/or Auction Services to dispose of the inventory of seized and/or recovered items on an "as needed" basis. Pursuant to Missouri State Law and relevant Court Orders, the inventory of seized and/or recovered items needs to be disposed of via sale or auction. This contract would allow for items that were not destroyed to be picked up from the Sheriff's Office and sold on a website, in lots or individually. There will be no cost to the County for these services. The recommended vendor will sell the items, deduct their processing fee and the Sheriff's Office will receive any remaining funds as revenue.

Resolution No. 20510 adopted on September 28, 2020, awarded the contract to PropertyRoom.com of Frederick, MD under the terms and conditions of the National Joint Powers Alliance (NJPA) Contract No. 041316-PRC, however, that contract expired on June 22, 2021, and was not extended/renewed. This results in our need to request a new contract.

Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office recommends the award of a twelve-month Term and Supply Contract for the furnishing of surplus Asset Liquidation and/or Auction Services with Related Services for use by the Sheriff's Office to PropertyRoom.com, Inc. of Fredrick, MD under the terms and conditions of Sourcewell Contract No. 012821-PRC, an existing competitively bid government contract.



Solicitation Number: 012821

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PropertyRoom.com, Inc., 5257 Buckeystown Pike, Suite 475, Frederick, MD 21704 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Auction Services with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

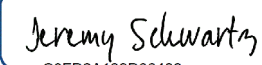
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

22. CANCELLATION

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

Sourcewell

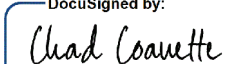
PropertyRoom.com, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 3/17/2021 | 11:30 AM CDT

DocuSigned by:

By: 33AC825A3C17475...
Aaron Thompson
Title: CEO
Date: 3/19/2021 | 10:57 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/19/2021 | 11:01 AM CDT

RFP 012821 - Auction Services with Related Solutions

Vendor Details

Company Name: PropertyRoom.com, Inc.
Address: 5257 Buckeystown Pike
Ste. 475
Frederick, MD 21788
Contact: Patricia Benson
Email: contractadmin@propertyroom.com
Phone: 240-382-2021
Fax: 240-230-0229
HST#: 86-0962102

Submission Details

Created On: Thursday December 10, 2020 11:27:21
Submitted On: Thursday January 28, 2021 11:24:08
Submitted By: Patricia Benson
Email: contractadmin@propertyroom.com
Transaction #: 9574750e-4314-4c6a-884b-452663590ba3
Submitter's IP Address: 96.231.152.136

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PropertyRoom.com, Inc.	*
2	Proposer Address:	Corporate Headquarters: 8435 Progress Drive, Suite U, Frederick, MD, 21701 / Corporate Mailing Address: 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704	*
3	Proposer website address:	www.PropertyRoom.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Aaron Thompson, CEO / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AaronThompson@PropertyRoom.com / 240-233-9717	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathryn Reyes, Chief of Staff / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / ContractAdmin@propertyroom.com / KathrynReyes@PropertyRoom.com / 240-751-9119	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patricia Benson, Administrative Assistant / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / PatriciaBenson@PropertyRoom.com / 240-382-2021 Amanda Cane, VP of Marketing / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AmandaCane@PropertyRoom.com / 240-575-1245	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>With over 20 years' experience in online auctions, more than 2.1+ million registered bidders, proprietary online auction technology, and a management team with significant ecommerce and live and online auction experience, PropertyRoom.com is already the choice of more than 4,100 government agencies nationwide. We strive to provide convenient, flexible, and transparent online auction solutions for property and evidence, firearms, and vehicles and equipment while optimizing the return on auction for our clients.</p> <p>Founded by former law enforcement officers in 1999, we filled a need in the marketplace for a full-service online auction company specifically designed to help municipalities and law enforcement agencies move items and sell them at public auction. Clearing out seized, found, unclaimed, stolen, recovered, and retired property has historically been a challenge for local, state, and federal government agencies, law enforcement, and other organizations. Our founders experienced firsthand the limitations of local auctions and sought to provide a comprehensive solution that took the public auction process online to a nationwide audience.</p> <p>Unlike other auction services, we offer a variety of options; full-service pick up/haul away as well as ship direct to us, and in place (at your location) auction services. All of our auction services focus on serving, and exceeding, the needs and requirements of our Clients. Our revenue share model with no upfront costs, provides a unique solution where we are focused on getting the most results from our Client's auctions.</p> <p>PropertyRoom.com provides several benefits to Clients:</p> <ul style="list-style-type: none"> - Convenience – We help them clear out abandoned, seized, forfeited, impounded, surplus and fleet assets with our online auction services - Security – We employ our proprietary tracking methods to secure Client item information - Auction Participation – Our national online auctions are 24/7 and draw more bidders than live or online, local auctions - Higher Proceeds – Our Clients can realize higher net proceeds as compared to their traditional local, live webcast auctions - Lower Costs – With our revenue share model, there are no upfront costs and our full-service offering allows municipal workers to focus on their core jobs. In addition, our solutions reduce storage and handling costs - Transparent Reporting – Gives the client 24/7 status and complete chain of custody on their items <p>PropertyRoom.com combines an extensive knowledge of governmental property handling procedures, as well as expertise in e-commerce, marketing, and logistics. We provide local, state, and federal government agencies, law enforcement, and other organizations, a technological cost saving alternative to reduce storage space and handling requirements, offer many value-added services, maximize revenues with larger bidding audiences, and provide detailed accounting for better record keeping and auditing.</p>
8	What are your company's expectations in the event of an award?	<p>PropertyRoom.com expects to continue to utilize the Sourcwell contract agreement as the main contract vehicle in our sales and new Client onboarding process. Utilizing the Sourcwell contract removes the costly, tedious, and time-consuming process of Request for Proposal for prospective Clients and has historically proven to be a successful way to bring on new Clients to utilize our online auction services.</p> <p>We currently provide online auction solutions and service over 680 Sourcwell members' client accounts across the nation, with many more in our current sales pipeline; and expect that number to continue to grow in the future.</p> <p>When our current non-Sourcwell clients come up for renewal, we offer Sourcwell as the contract vehicle to provide a smooth renewal process. With over 4,100 clients in our portfolio this represents a significant growth opportunity for Sourcwell.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please see Exhibit B for Financial Statements - PropertyRoom Financial Statements.pdf -</p>

10	What is your US market share for the solutions that you are proposing?	<p>PropertyRoom.com is number one in the industry for property and evidence disposition solutions. Our full-service offering for property and evidence online auction solutions is unparalleled with over 4,100 clients in each of the contiguous United States.</p> <p>The relationships we have built with clients allow us to continue to serve them and strengthen our value as an organization. We are well referenced and utilize our partnerships with Insurance Auto Auctions, Inc. (IAAI), and Buds Gun Shop for additional service offerings to further serve all needs of each Client.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>We do not currently have market share in Canada, however, our Haul Away Auction Service for vehicle and equipment assets partner, Insurance Auction Auctions, Inc, (IAAI), does have a presence in Canada so we have the ability to extend some of our service offerings to Participating Entities in Canada.</p> <p>In addition, we are currently exploring ways to expand our additional online auction solutions into the Canadian market.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, our company has never petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PropertyRoom.com is a service provider. We provide a variety of solutions for online auction services designed to fit multiple needs and requirements for law enforcement agencies, municipalities, and other organizations.</p> <p>Our Sales (Inside/Outside Sales and Client Success Teams) and service force (Drivers and Processing Center Teams) are full-time employees committed to the daily processing and account management for our clients. These team members are not through a third party.</p> <p>While we do leverage our partnerships with additional companies to provide some of our auction solutions, PropertyRoom.com handles any communication with our clients directly. We ensure consistency and quality of service with our clients across all service offerings.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>We hold all required licenses and in the required states we are a Registered Internet Auction Listing Service. We have been a National Auctioneers Association (NAA) member since 2008.</p> <p>As part of our Firearms Auction Services, we are a registered Federal Firearms Licensee (FFL) and our partner for Firearms Auction Services is also a registered Federal Firearms Licensee (FFL.)</p> <p>As part of our Haul Away Auction Services program for vehicle and equipment assets, we verify and ensure that any subcontractors we use hold the required licenses and certifications related to towing, dealer programs, broker programs, and any scrap requirements depending on the jurisdiction.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have had no suspension or disbarment events applied to our organization during the past ten years, or ever.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company operates in a specific niche industry and as such there are no industry associations providing the customary platforms for awards and recognitions. However, many of our Clients have received awards and recognition as a result of utilizing our auction services. For example, we currently handle all fleet and equipment auction services for the largest municipal fleet in the United States (City of New York / New York City Department of Citywide Administrative Services) and their utilization of our auction services have garnered them many awards, including Leading Fleets and 100 Best Fleets.	*
17	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of our clients are government entities. While we do work with a handful of corporations and other organization types, 96% of our clients are government entities.	*
18	What percentage of your sales are to the education sector in the past three years	With our service so heavily imbedded in the law enforcement area, we recognize the opportunity to serve the education sector at greater quantities in the future. Currently, 3.2% of our clients are in the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>PropertyRoom.com holds the statewide contract for vehicle auction services for the State of Connecticut. We were re-awarded this contract in 2017 through a traditional RFP process with the State's Department of Administrative Services (DAS). The statewide contract can be piggybacked by any and all agencies within the State of Connecticut. We have generated the following sales volume for all Connecticut clients under the state contract for the past three (3) years:</p> <p>2018 = \$2,772,250 2019 = \$2,687,815 2020 = \$1,514,912</p> <p>Aside from our current Sourcewell agreement, we also hold co-op agreements with NASPO ValuePoint (NASPO). With New Mexico as the lead state, NASPO has been adopted by several state government purchasing departments, but it has not been adopted in all 50 states.</p> <p>Under the NASPO agreement for agencies located in California, New Mexico, Utah, and Washington, we have generated the following sales volume for the last three (3) years.</p> <p>2018 = \$7,366 2019 = \$14,666 2020 = \$109,557</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Las Vegas Metro, NV Police Dept. / Clark County, NV	Melisse Huffmaster, Director	702.828.3488	*
City of Fort Worth, TX Police Department	Betty Rogers, Public Safety Support Manager	817.392.5929	*
Raleigh, NC Police Department	Wendy Lancaster, Manager	919.996.1157	*
Boston, MA Police Department	Captain Wayne Lanchester	617.343.9661	
City of Durham, NC Police Department	Portia Sidberry, Supervisor	919.560.4442 x29106	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipal Agency	Government	New York - NY	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 2500 to 3500 items per year over the past three years	\$31,715,331	*
State Agency	Government	Connecticut - CT	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 570 to 1100 items per year over the past three years	\$6,785,885	*
Municipal Agency	Government	New York - NY	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 90 to 300 items per year over the past three years	\$4,833,475	*
Law Enforcement Agency	Government	New York - NY	Online Auction - Personal Property & Evidence	Auctioned anywhere from 5000 to 12,400 items per year over the past three years	\$2,936,646	*
Law Enforcement Agency	Government	California - CA	Online Auction - Personal Property & Evidence	Auctioned anywhere from 6600 to 7780 items per year over the past three years	\$1,811,706	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
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23	Sales force.	<p>We can serve Participating Entities nationwide and have teams internally as well as with our partners to provide additional support.</p> <p>We have a Sales Team and Client Success Team covering all 50 states with each team member assigned to a specific region. We currently have seven (7) Sales and Client Success Team members (all direct employees and FTE's), that work with government and law enforcement agency sectors. Our team members are headquartered/based in Maryland, Massachusetts, New York, and Kentucky. We have sales coverage both regionally and on a nationwide scale.</p> <p>The Sales Team's responsibility is to prospect potential new clients, including Participating Entities, determine their needs and requirements, develop the best solution based on our online auction services available, and complete the contract and onboarding process to convert them into clients. Each Sales Team member works daily to identify potential Participating Entities that may need our services and identifies Sourcewell members, or potential new Sourcewell members, that could also utilize our online auction solutions.</p> <p>Our Client Success Team's main role is to provide consistent account management to our clients and contacts them on a regular basis to ensure we are meeting, and exceeding their needs and requirements, in addition to arranging pickups and creating a plan of action for auctioning their items. Since each Client Success Team Member is assigned to a Client, they become familiar with the needs and requirements of personnel and aid them in a higher capacity. Those well-established relationships and consistent communication and account management are often the reason why our services run so smoothly, and our clients have remained with our company for many years.</p> <p>In addition to PropertyRoom.com employees serving our Clients nationwide, we have multiple partners in place to provide additional auction service solutions. We utilize a subcontractor for our Firearms Auction Services, and several partners depending on the region for Haul Away Auction Services for Vehicles and Large Equipment. This gives us the ability to haul away these types of assets to more than 190 yards/auction locations across the United States. Even though we utilize additional partners for some of our auction solutions, clients still work directly with PropertyRoom.com employees to ensure consistency and quality of service while handling any issues or questions that may arise during the auction process.</p>	*
24	Dealer network or other distribution methods.	<p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication are handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,100+ valued clients.</p> <p>However, we have partnered with Insurance Auto Auctions, Inc. (IAAI) to better serve our Clients in need of vehicle and equipment auction services. Our Haul Away Auction Services is our program that transports our Client's vehicles and equipment from their lot stores them and auctions them at local IAAI yards. IAAI has a large geographic footprint with a nationwide scope and 190+ yards, which makes it easy to serve many clients nationwide while picking up and successfully auctioning larger assets. IAAI markets to bidders in 110+ countries and offers live and live-online bidding.</p> <p>We partnered with Buds Gun Shop to provide secure, fast, and easy auction services for firearms, firearms accessories, and ammunition. With Buds Gun Shop's over 40 years' experience in the industry, Federal Firearms License (FFL), and full compliance with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53) process, we can offer this additional service to our clients.</p>	*
25	Service force.	<p>With our full-service solutions, our Service force stretches across multiple departments to provide the best level of service possible to our clients.</p> <p>Our seven (7) Client Success Team members provide account management to clients on all auction service offerings and ensures items are sent to auction quickly and efficiently.</p> <p>Our six (6) Driver Team members are responsible for facilitating pickups at our client locations and safely storing product in our fleet of trucks and transporting and unloading the items at our Processing Centers. With multiple drivers, trucks, and routes nationwide, we are able to provide full-service pickups to most Participating Entities, while still allowing agencies the flexibility to ship items directly to us if preferred.</p> <p>Our twenty-one (21) Processing Center team members across multiple locations are responsible for all tasks in cataloging, imaging, storing, and listing items for auction on the auction platform to get the highest return for our clients. We have Processing Center locations in Farmingdale, NY, Ontario, CA, and Memphis, TN to serve clients nationwide.</p>	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our dedicated Client Success Team works with Clients to ensure a smooth, and fully transparent, transfer of items as they go to auction based on the service offering being utilized.</p> <p>This Team is available 8:00 A.M. EST to 6:00 P.M. EST Monday through Friday by phone or email. Our response time goal for all Client Success inquiries and issues is no more than 24 hours.</p> <p>We offer a comprehensive onboarding and training program called "Safe Passage" for Clients to ensure that all questions are answered, and Clients are prepared to get the most from our auction services as possible. This program starts at onboarding and walks the new Client through their first manifest, pick up, auction, remittance of proceeds, and reporting review to ensure the Client feels comfortable with the process and answer any questions that arise.</p> <p>After onboarding, our Client Success Teams proactively contact our Clients on a regular basis to ensure Client satisfaction and determine if the Client has any items ready to be picked up and sent to auction. Clients can reach out to us directly at any point to schedule pickups, with any questions, or for additional training. We take a personal approach when working with our Clients to ensure they are happy, their needs are met, and all of their questions and concerns are answered on a timely basis.</p> <p>PropertyRoom.com serves thousands of government Clients and other organizations, we also serve more than 2.1 million registered bidders. Our bidder customers on our website require support for various auction process related reasons. Our Bidder Customer Support Team works with our customers to answer any questions throughout the auction process. Bidder Customer Support is available by phone and email from 8:00 AM EST to 8:00 PM EST Monday through Friday. Our response time goal for all Customer Service inquiries and issues is typically 1-2 business days.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>PropertyRoom.com is number one in the industry for providing full-service property and evidence disposition solutions to more than 4,100 client agencies nationwide.</p> <p>We are fully capable and more than willing to serve our current clients as well as any additional Participating Entities not currently utilizing our services. We welcome the opportunity to present our service offerings to Participating Entities in need of online auction solutions.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>While we currently do not auction and sell assets to and from Canada, our Haul Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations We can provide Haul Away Auction Services to Sourcewell Participating Entities in Canada.</p> <p>We are currently exploring ways to expand our other online auction solutions to the Canadian market.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We have the ability to serve Participating Entities nationwide, including Hawaii and Alaska.</p> <p>We offer a variety of solutions which may include physically picking up items, utilizing our Pack & Ship program where small items can be shipped to us directly, or large items can be auctioned online while being held at the Client's location.</p> <p>While we currently do not auction and sell items to and from Canada, our Haul Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations We can provide Haul Away Auction Services to Sourcewell Participating Entities in Canada. We are currently exploring ways to expand our online auction solutions to the Canadian market.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PropertyRoom.com does not have any limitations on which contract vehicle to utilize. We can fully serve and utilize the Sourcewell contract to Participating Entities in all regions.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are able to serve Participating Entities with a combination of one or multiples of our online auction service solutions in Hawaii and Alaska. We are not currently providing our services in the U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We are very proud to have a Sourcewell-awarded contract and to be able to offer it as a solution to our prospective Clients, and as such highlight it through multiple marketing channels to promote Sourcewell and our online auction solutions.</p> <p>Our Sales Team is trained and instructed to utilize the Sourcewell-awarded contract as the first option to close a deal due to the benefits that Sourcewell provides to our prospective Clients. Therefore, it is prominently featured in our sales presentations and materials (see attached example Sales Presentation - OnlineAuctionServicesPresentation_PropertyRoomcom_September2020_Template.pdf and Sales Flyer - OnlineAuctionServicesFlyer_PropertyRoomcom_July2020.pdf).</p> <p>The Sourcewell logo and contract information is featured on our website on our partner links page (https://www.propertyroom.com/about-us/partners), or lead generation pages (https://www.propertyroom.com/about-us/law-enforcement-and-municipality-auction-services) and in our Sales and Client Success Teams email signatures that are sent to prospective and existing Clients to proudly share our affiliation with Sourcewell.</p> <p>We also display the Sourcewell-awarded contract flag prominently at any trade show or conference we attend along with copies of the Sourcewell (see attached example - PropertyRoomcom_SourcewellFlyer.pdf) flyer to show prospective Clients the benefits of joining Sourcewell.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Propertyroom.com uses technology and digital data to enhance our marketing effectiveness for all our marketing campaigns; both to attract new Clients as well as promote our Clients' items that are up for auction. We utilize data based on Clients' and customers' interests and customers' past bidding experiences to customize messages to maintain an engaged audience, which in turn will increase proceeds for our Clients.</p> <p>As we assist our Clients with our unique set of auction services and help auction our Clients' goods for them online, it is important that we drive interested customers to their auctions and convert them to bidders to increase the proceeds.</p> <p>For our current 4,100+ agency Clients and 23,000+ agency target list prospects, we do this by implementing campaigns across multiple marketing channels – on site messaging, regular targeted email campaigns, consistent sales outreach via emails and phone calls, and Public Relations efforts with press releases and media outreach to drive interest nationwide and in local communities. We have been featured on many national, regional and local news programs (including CNNTV, CNN.COM, Fox News TV, and FoxNews.com). An example of a digitalized press release featuring City of Houston, TX, PropertyRoom.com and Sourcewell is featured here: http://www.prweb.com/releases/2015/08/prweb12884425.htm.</p> <p>We also aim to grow our Bidder Base of consumers bidding on the auctions we manage for our Clients. To do so, we also use technology and digital data to enhance our business to consumer (B2C) marketing efforts. We engage new and existing customer across multiple marketing channels like on site messaging, regular targeted email campaigns, social media posts and ads across multiple platforms (Facebook, Twitter, Instagram, Reddit, etc.), Public Relations efforts, Pay-Per-Click keyword and ad campaigns, online display advertisements, and more. We utilize data based on customer's interests and past experiences on our site to customize messages and encourage bidding, which in turn will increase proceeds for our Clients.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>PropertyRoom.com has been fortunate to work with Sourcewell for many years and having a Sourcewell-awarded contract is paramount to our sales process. We have appreciated the collaboration provided by our Sourcewell Team as we prospect and work to engage and complete contracts with new Clients, train our internal teams on the Sourcewell process, and answer questions from a potential Client.</p> <p>We utilize the resources at Sourcewell to help identify existing Sourcewell Clients when prospecting or provide examples of other Sourcewell members in their area for prospects. Being able to show the wide network of Sourcewell Participating Entities assists in easing any concerns or questions about the process and provides references.</p> <p>Having a Sourcewell-awarded contract is a prominent feature in our sales collateral tools and is a main talking point with all potential Clients. We approach 100% of our prospects with the utilization of our Sourcewell-awarded Vendor Contract. We believe there are many benefits for our potential and existing Clients to be part of Sourcewell therefore it is integrated into our marketing (both external and internal) as we communicate and promote our online auction solutions.</p> <p>We have frequently utilized our Sourcewell contract manager, arranged conference calls with our prospective Clients and, at the approval of our contract manager, asked our prospective Clients to contact our contract manager directly.</p> <p>We would take advantage of the contract award to issue a joint press release with Sourcewell to announce our renewed alliance and promote it through our national marketing channels. We also appreciate the inclusion on Sourcewell materials as well as the website so when members are searching for solutions, we are presented as an option.</p>

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>As our online auction services and platform are service based and not product based, our e-procurement ordering process is for inquiries based on their needs to auction items via a simple and digital process.</p> <p>At initial interest, we offer an electronic outreach form on our website, where interested agencies can submit their information so one of our Sales Team members can contact them with more details. A Sales Team member will then reach out to learn about the interested prospect's needs and help them find the best solution.</p> <p>Once they are a Client, we offer a digital manifest in which the Client would notify us of items that are ready to go to auction. From there we provide a complete turnkey solution that includes pick up/haul away of items, auditing services, authentication services, auctioning, customer support, delivery to the winning bidder, and several value-added benefits.</p>	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Since PropertyRoom.com offers a full-service solution to online auctions where we aim to handle the process from pick up at client locations to shipment to the winning bidder, there should be very little training necessary beyond the Welcome Call with our Client Success Team. Product and equipment maintenance does not apply to our online auction services.</p> <p>PropertyRoom.com takes a hands-on approach and ensures clients are comfortable with all aspects of the auction process. After our initial training program, Safe Passage, which walks Clients through their first manifest, auctions, proceed remittance, and reporting reviews, if Clients require additional guidance, we are happy to set up additional and ongoing training as needed. We maintain Zoom accounts for managers to train Clients online with a hands-on and visual approach to show them how to utilize their account in our proprietary online reporting portal, AgencyWeb, to maintain visibility of item inventory and where to find reports on their surplus items. AgencyWeb is our web-based reporting tool for clients to access and view various reports about the items they have entrusted to PropertyRoom.com.</p> <p>Our Client Success Team continually follows up to ensure Client satisfaction. We take a personal approach when working with our Clients to make sure they are happy, and their needs are met. Our Client Success Team is available by email and telephone for our Clients to reach out to if they have any questions or concerns.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>We have over twenty (20) years' experience in the online auction industry and are leaders in our field in offering property and evidence disposition services to law enforcement, municipalities, and other organizations. We have developed a proprietary online auction platform utilizing the most recent technologies to provide a safe, secure, and fun place for our Clients and Bidders.</p> <p>We've created a proprietary solution for our Clients to auction vehicle and equipment assets by developing a simple mobile cataloging tool called MobiCat®. The user can enter a VIN number which automatically populates basic vehicle information, take photographs directly from a tablet device, customize with specific details about the asset, and submit for auction to launch it on the online platform.</p> <p>In order to provide complete transparency on items and fulfill chain-of-custody requirements from our Clients, we have developed a proprietary online reporting portal where Clients can access information on the items sent to us 24/7. This portal, AgencyWeb, provides reporting such as (examples shown in the appendix of the Sales Presentation - OnlineAuctionServicesPresentation_PropertyRoomcom_September2020.pdf):</p> <ul style="list-style-type: none"> • The items sold during the prior month, all relevant amounts for winning bid, sales tax, credit card costs, and Client share of proceeds • The items consigned for sale during the month • The total amount of proceeds collected during the month • The items, if any, inventoried at the end of the month • Any and all relevant make, model, or other identification provided on the auction manifest • The Clients net proceeds and PropertyRoom.com's net proceeds during the preceding month • Cumulative year-to-date totals for sales proceeds, Client's proceeds and PropertyRoom.com's proceeds • All required Client reference numbers and identifying information to permit reconciliation, including manifest date, page and line number, case ID, and Client auction reference number. • Custom reporting options are available for client agencies needing more detailed and broken-down information for the previous month. 	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The very essence of our services involves a form of recycling by redeploying items for extended use and thereby reducing additional raw material consumption and reducing landfill use. We have also implemented our own Green Policy as a goal to use only the resources we need, leaving as small a footprint as possible while delivering innovative, high value online auction services.</p> <p>The initial emphasis of our Green Policy revolves around the following areas:</p> <p>Document Management & Recycled Paper Usage. We seek to decrease our Clients' and our own consumption of paper while purchasing only paper that contains recycled content. We have several current Company practices like using online electronic reports for internal and client use and deployment of recycled paper products for printing and packaging materials.</p> <p>Metal Recycling Many products our Clients seek to monetize are comprised mainly of metals and have reached the end of their useful lives. We then put the composite metals to reuse by scrapping at metal reclamation facilities.</p> <p>Responsible Disposition of Hazardous Electronic Waste Many types of electronic products that our Clients seek to monetize contain hazardous materials and have reached the end of their useful lives, thus considered hazardous waste. Our Company is committed to disposing of such products in a responsible manner. Currently we manage an internal, online directory of facilities that we utilize for disposing of such electronic goods. All of these facilities are licensed by the U.S. Federal EPA.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PropertyRoom.com provides auction services not equipment or products, so eco-labels, ratings, and certifications do not apply to our service offering.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While we do not possess WMBE or SBE accreditations ourselves, we do make a commitment to utilize such business enterprises as suppliers of services for us in fulfilling our existing contracts. For example, through our partner, Insurance Auction Auctions, Inc., (IAAI), we utilize a WMBE-accredited towing contractor; we also make efforts to source fuel suppliers, temporary labor, and other goods and services we require from WMBE and SBE entities.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>What makes our solution so comprehensive and unparalleled in our industry is that we are the only company to offer a variety of service levels, including a completely full-service solution to handle the entire auctioning process of property and evidence from beginning to end. We pick up, process, and auction the items so our customers can focus on enforcing the law. Much of our competition provides just a listing service platform which puts the majority of the work back on the Client themselves.</p> <p>There are multiple unique attributes that make our solution the choice of over 4,100 law enforcement agencies and municipalities nationwide:</p> <ul style="list-style-type: none"> • Ability to handle multiple item types like property and evidence, firearms, firearms accessories, ammunition, vehicles, and equipment • Trustworthy reputation and loyal Client and Bidder base for over 20 years • Authentication services for high-end items like jewelry, watches, and coins internally and with third parties, like the GIA and independent specialists, at no additional cost • Total transparency and full chain of custody reporting of our straightforward policy of documenting every item and maintaining a full audit trail available 24/7 via our proprietary online reporting portal, AgencyWeb • Identification and destruction or return of counterfeits at our Processing Centers • Flexibility in variety of online auction services for Clients to choose the solution that best fits their needs • Capability to return lost or stolen items when citizens prove any item on our site is rightfully theirs • Federal Firearms Licensed Dealer (FFL) and also subcontract our Firearm Auction Services to Buds Gun Shop (https://www.budsgunshop.com/), also a Federal Firearms Licensed Dealer (FFL) and the largest online retailer of firearms in the United States • Option to auction firearms for a credit in exchange for a variety of law enforcement equipment through Buds Gun Shop • Partnership with multiple subcontractors who are experts in their field, like Insurance Auction Auctions (IAAI), who expands our ability to offer Vehicle & Equipment Auction Services with their over 190 facilities nationwide 	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	We offer online auction services not products, parts, and labor which would traditionally offer a warranty. Therefore, warranties are not applicable for our services.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We offer online auction services, so warranties are not applicable for our services, and therefore do not have usage restrictions or other limitations.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We offer online auction services, so warranties are not applicable for our services, and therefore do not require travel time and mileage expenses of technicians.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We offer online auction services, so warranties are not applicable for our services, and therefore do not require a certified technician to perform repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We offer online auction services, so warranties are not applicable for our services, and therefore do not have manufactured parts or equipment.	*
47	What are your proposed exchange and return programs and policies?	We offer online auction services, so products and parts for exchange or return are not applicable for our services, However, we do offer the ability for a Client to request an item back after it has been sent to us. For example, if a law enforcement agency sent us an item from a case and that case needed to be reopened, as long as we had the item in our possession, we would be able to send back to the Client to satisfy their legal requirements.	*
48	Describe any service contract options for the items included in your proposal.	We offer online auction services, so service contract options for a product with parts and labor are not applicable. However, we do have a standard agreement for our auction services for our Participating Entities to sign to use our services. This agreement includes all our online auction solutions, so clients can add additional services as needed.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	<p>As an online auction company, PropertyRoom.com retains a commission percentage of each auction; therefore, the Client will not have to remit payment to us under any terms.</p> <p>PropertyRoom.com employs the same standard reconciliation and payment process for 100% of its Clients. Once a month, PropertyRoom.com reconciles all auction items closed and paid for the previous calendar month and prepares payment to Clients. We send proceeds through the Clients preferred method, such as mailing checks or wire transfer, for Client net proceeds based on the reconciliation for the previous calendar month auction results.</p>	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PropertyRoom.com provides service solutions that are revenue-generating opportunities for Clients, so there is no need for leasing or financing options in order to utilize our service solutions. This frees up any need to find money in the agency's budget in order to utilize our services. We remit net proceeds to Clients on a monthly basis.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>As we offer services and not products, the ordering process consists of Participating Entities reaching out to us when they have items ready to go to auction and our Client Success Team doing active outreach to Clients to assist in sending their items to auction when ready.</p> <p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication is handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,100+ valued clients.</p> <p>Clients utilize a digital manifest to list items deemed ready for public auction. The items on the manifest are tracked in our proprietary reporting system, AgencyWeb, for full transparency to our Clients and full tracking of each Client and related sub-accounts.</p> <p>Our Client relationship management (CRM) database contains information on each Client account and all related sub-accounts. We maintain the account management for all Clients even when working with a subcontractor and all sales are recorded and managed in our systems. In addition to tracking all items that flow through our systems, auctioned items, sales, we track any Clients that have signed up using Sourcwell as the contract vehicle and utilize this information when preparing the quarterly sales report to Sourcwell.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	As an online auction company, PropertyRoom.com offers a revenue share model where we retain a commission percentage of each auction; therefore, the Client will not have to remit payment to us nor use a P-card.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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53	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>We have a revenue share model for online auction services. We keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We do not charge listing fees for individual auctions, training fees, start-up costs, advertising costs, or fees for our value-added services. For example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc. All of this is included in our simple, revenue share model.</p> <p>We offer online auction services, and not products with products, parts, and labor, we do not have SKUs for our service solutions proposed in this RFP response.</p> <p>Please see below for our pricing breakdown by service proposed in this RFP response:</p> <p>PROPERTY & EVIDENCE DISPOSITION SERVICES</p> <ul style="list-style-type: none"> Sourcewell Member Discounted Pricing (non-bicycles): 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way you get to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for all items.) Sourcewell Member Pricing (bicycles): 85% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 85% of the Winning Bid.) <p>FIREARMS AUCTION SERVICES</p> <ul style="list-style-type: none"> Sourcewell Member Discounted Pricing: 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way you get to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for all items.) <p>VEHICLE & EQUIPMENT AUCTION SERVICES</p> <p>Haul-Away Auction Service</p> <ul style="list-style-type: none"> Sourcewell Member Pricing: 12.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid.) <p>In-Place Auction Service</p> <ul style="list-style-type: none"> Sourcewell Member Discounted Pricing: 2.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 5% of the Winning Bid.) <p>Impound Auction Service</p> <ul style="list-style-type: none"> Sourcewell Member Pricing: 12.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid.) <p>See our Pricing: - PropertyRoomcom_Sourcewell_Pricing_2021.pdf - for this information as well.</p>	
54	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>As noted, our pricing is a revenue share model where we keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We have discounted our commission percentage for Sourcewell Participating Entities for many of our auction services approximately 25% to 50% of our standard commission percentage.</p>	
55	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We offer online auction services, and not products with products, parts, and labor, we do not have any volume rebates or quantity discounts.</p> <p>Our pricing structure is already discounted to our government, educational and non-profit Clients due to our lower, negotiated rates with our partners. For example, when we negotiated with one of our larger partners for haul-away services of vehicle and large equipment assets, we absorbed some of the usual and customary fees usually passed on to Clients by other auction companies including towing for the first thirty (30) miles and cleaning and preparation fees for vehicles. We continue to absorb these fees providing additional savings to our Clients.</p>	

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>All fees are noted in the pricing section of this proposal. Our main commission is a percentage of the winning bid, but we detail any potential fees depending on the service level requested.</p> <p>In our Haul-Away Services solution for Client vehicle and large equipment assets, we note in our pricing that medium and heavy tows that may require additional tow equipment beyond a standard vehicle transporter. These will be billed at cost based on quotes received from local tow providers under our subcontractor.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>We strive for a simple, and straightforward revenue share pricing model as described in question 53. We do not charge for many of our value-added services for example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc.</p> <p>However, there are some additional charges that are listed below and are mainly a result of pass-thru charges from our subcontractors. These fees would be deducted from Client Net Proceeds to maintain our revenue share pricing model and eliminate any additional invoicing.</p> <p>ALL AUCTION SERVICES</p> <ul style="list-style-type: none"> • Payment Processing Cost (“PP Cost”) <p>What: This is a portion of the fee to process payment. For example, credit card fees.</p> <p>Fee Amount: 3% of the Sales Price (includes Winning Bid plus shipping and handling, shipping insurance and sales tax paid by a buyer)</p> <p>PROPERTY & EVIDENCE DISPOSITION AUCTION SERVICES</p> <ul style="list-style-type: none"> • Shipping or Fuel Surcharge Fee <p>What: We charge a small fee to get your items to us either by shipping via common carrier or picked up by us</p> <p>Fee Amount:</p> <ul style="list-style-type: none"> - If items are transported via common carrier and not picked up by us, a portion of the shipment cost will be deducted from Client Net Proceeds. - If items are picked up by us, a fuel surcharge will be deducted from Client Net Proceeds for each picked up Manifest. This Fuel Surcharge is determined by quarterly retail diesel prices, as published by the U.S. Energy Information Administration. There is no Fuel Surcharge if the Retail Diesel (per gal) is lower than \$2.50 / gal. There is a \$12.40 fee for every \$0.50 per gal change in Retail Diesel (e.g. \$2.50 to \$2.99 is a \$12.40 fee, \$3.00 to \$3.49 is a \$24.80, etc.). This fee is divided across locations and/or sub-accounts picked up same day. <p>FIREARMS AUCTION SERVICES</p> <ul style="list-style-type: none"> • No additional fees <p>VEHICLE & EQUIPMENT AUCTION SERVICES</p> <p>IN-PLACE AUCTION SERVICES</p> <ul style="list-style-type: none"> • No additional fees <p>HAUL-AWAY AND IMPOUND AUCTION SERVICES</p> <p>Towing</p> <ul style="list-style-type: none"> - Light Tow - \$10 for every 10 miles over the first 30 free miles - Medium/Heavy Tow - Billed at cost by subcontractor <p>Re-list/Re-run</p> <ul style="list-style-type: none"> - \$35.00 per additional re-list on 4th attempt onward due to any type of Client imposed bidding restriction (e.g., reserve price not met); <p>De-identification</p> <ul style="list-style-type: none"> - \$20.00 / quarter hour <p>Decal Removal</p> <ul style="list-style-type: none"> - \$20.00 / quarter hour; \$45.00 minimum charge per vehicle (\$45.00 maximum charge per vehicle for Light Duty Vehicles) <p>HAUL AWAY AUCTION SERVICES</p> <p>Storage – light and medium duty</p> <ul style="list-style-type: none"> - \$3.00 / day over 30 days past pickup date only if due to Client 	*

		<p>imposed issue (e.g., reserve price not met or title issue); (Compared to Non-Sourcwell Member Pricing: \$5.00 / day over 30 days past pickup date)</p> <p>Storage – heavy duty - \$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue) (Compared to Non-Sourcwell Member Pricing: \$8.00 / day over 30 days past pickup date)</p> <p>IMPOUND AUCTION SERVICES Owner Storage - \$8.00 / day</p> <p>See our Pricing: PropertyRoomcom_Sourcwell_Pricing_2021.pdf - for this information as well.</p>	
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We offer online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcwell member. However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 57 above.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As noted above, we offer online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcwell member. However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 57 above.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	PropertyRoom.com provides multiple service solutions nationwide, but there are no products for delivery. We provide our services nationwide and work with Clients and potential Clients to find the best solution for all.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>PropertyRoom.com maintains the account management for all Clients, even when working with a subcontractor so we can ensure complete accuracy in pricing and reporting for our Sourcewell contracts. We are the Primary and Sole Point of Contact with our Clients and control all Client payments. We internally track all Clients that have utilized Sourcewell as the contract vehicle in our Client relationship manage (CRM) database which holds all the information on each Client, and our system's processing payments based on the assigned contract.</p> <p>PropertyRoom.com's contract administrator cross references and verifies the Sourcewell Client list when preparing the quarterly sales report to Sourcewell to ensure all Clients under Sourcewell are included.</p>	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 2% administrative fee, payable to Sourcewell and calculated as a percentage of the net service revenue we receive from agreements executed under the Sourcewell national contract awarded as a result of this RFP.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>PropertyRoom.com offers a variety of online auction service solutions to agencies, municipalities, and organizations nationwide to serve our Client's needs and requirements.</p> <p>Ranging from full-service pick up/haul-away, ship to us, to in-place (at your location) online auction solutions, we handle the auctioning of a variety of item types like property and evidence, vehicles and equipment, and firearms and firearm accessories.</p> <p>We aim to provide the best-in-class solutions to eliminate clutter, reduce storage and handling costs, safely and securely liquidate items, increase proceeds, and employ chain of custody practices for all our 4,100+ clients.</p> <p>VEHICLE & EQUIPMENT AUCTION SERVICES Our Vehicle & Equipment Auction Services offers flexibility in options to best suit our Client's needs. We offer a haul-away solution where we pick up the assets and store at a partner yard during the auction process, an in-place solution for larger assets that do not lend themselves to truck transport, and an impound solution where we help handle citizen returns and auction assets if needed and authorized.</p> <p>PropertyRoom.com's Haul Away Auction Services auctions surplus vehicles and other equipment in online auctions without having to store them in place, at their facilities/lot locations. The process is easy to follow and requires very little effort from the Client, with frequent auctions to clear assets quickly and efficiently. We have also partnered with Insurance Auction Auctions, IAAI, to offer a full-service solution for the public sector.</p> <p>PropertyRoom.com's In-Place Auction Services specializes in selling large pieces of property which do not lend themselves to truck transport. This service is built to auction larger surplus assets while minimizing efforts and increasing efficiency and revenue.</p> <p>PropertyRoom.com's Impound Auction Services allows Client's to store assets while they are waiting for citizen redemption. We haul away the asset and store at a secure location to free up the Client's parking lot and meet all legal requirements. We handle the asset from towing to processing citizen returns, and even auctioning the asset if necessary.</p> <p>PROPERTY & EVIDENCE AUCTION SERVICES Our Property & Evidence Auction Services is a streamlined process of auctioning seized, found, unclaimed, stolen, recovered and retired property online while maximizing sales. We handle everything from item pick up and evaluation to auctioning to post auction accountability. All a Client must do is schedule the pickup – we'll handle everything else.</p> <p>We can, and have, auction everything from diamond rings, luxury watches, designer handbags, the latest in technology, rare collectibles, valuable coins, and gold, to digital cameras and more.</p> <p>In addition to over 20 years' experience in auctioning items, we provide many value-added services at no additional cost. For example, we complete a detailed evaluation of jewelry, watches, and other high-value items including precious metals using our Niton DXL Precious Metal Analyzer machine, as well as work with third parties like the GIA and other independent specialists to authenticate identified high-value items. We also take security seriously and utilize disk erasure/destruction utilizing a DoD 5220.22-M wipe pattern used by many branches of the U.S. Government, restore to original factory settings, or other processes for electronics when appropriate.</p> <p>FIREARMS AUCTION SERVICES Our Firearms Auction Service handles the liquidation of a law enforcement or government agency's firearms, ammunition, and firearms accessories inventory by auctioning online on our partner website, eGunner.com, a secure, and leading, online firearms auction site available to bidders nationwide, 24/7/365.</p> <p>Unlike the traditional methodology of auctioning evidence/service firearms to an FFL dealer (which in turn resells to a dealer and eventually gets sold to an end-user), we auction on a retail basis, utilizing our unique FFL to FFL network to sell direct to end-users. In addition to this unique process producing higher returns than traditional methods in most cases, we offer 100% compliance with ATF, and adhere to the local/regional/state/U.S. rules and regulations regarding the purchase of a firearm, including background checks and required waiting periods.</p> <p>We even pay for the cost of getting our Client's seized/confiscated/unclaimed firearms to us for preparation of auction sale to simplify the process even further.</p> <p>We do not just provide an auction solution to our clients, but many auction solutions</p>

		in multiple industries to fulfill all the needs of our law enforcement and municipal clients. Our service offerings are vast and comprehensive so Participating Entities can work with one vendor for all auction services if that is their need. Our goal has always been to provide our clients with the best possible solution for any item they have been directed to send to auction.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within this RFP category of Auction Services there are subcategories of solutions that we offer additionally:</p> <p>Haul-away Vehicle & Equipment Online Auction Services In-Place Vehicle & Equipment Online Auction Services Impound Vehicles Online Auction Services Property & Evidence Online Auction Services Firearms Online Auction Services Seized, Stolen, Abandoned & Surplus Online Auction Services</p> <p>These fall under the broader Sourcwell categories for:</p> <p>Administrative Services – Auction & Liquidation Fleet Related – Auction & Liquidation</p>	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence / Firearms / Vehicle & Equipment	*
67	On site live auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle & Equipment Auctions	*
68	Live streaming auctions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle & Equipment Auctions	*
69	Auction-related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence / Firearms / Vehicle & Equipment related services like authentication, processing, customer service, marketing, payment processing, towing, etc.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>PropertyRoom.com has directed our Sales Team to offer Sourcwell contract to all applicable prospective clients. With this directive, we expect the majority of new accounts added to our system to be under the Sourcwell contract. Our goal is 90% or greater of new clients to be under Sourcwell going forward. Our goal is 100% renewal clients to be under Sourcwell as the agreements come up for renewal in our database which is a metric we track regularly.</p> <p>We monitor the success of the Sourcwell contract by analyzing the percentage of Sourcwell Participating Entities that are Prospects and Clients, as well as the revenue generated, and number of auctions compared to non-Sourcwell contracts.</p>	*
70	Describe your roles and responsibilities for each service you are proposing.	<p>Our online auction services are designed to provide a convenient, transparent, and simple solution to law enforcement agencies, municipalities, and other organizations. PropertyRoom.com's objective is to do the heavy lifting in providing online auction services for property and evidence, vehicles and equipment, firearms and firearm accessories, and provided additional value-added benefits not found with other auction service companies.</p> <p>Under our VEHICLE & EQUIPMENT AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service.</p> <p>HAUL-AWAY AUCTION SERVICES</p> <ul style="list-style-type: none"> • Tow assets from your storage location • Conduct a live or live-online auction that reaches a local, national, and international audience of bidders • Handle customer support and payment collection from the winning bidder • Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations • Provide a detailed audit trail to track your assets • Public inspections held off your premises - reducing liability and risk of lawsuits 	

- Facilitate title and registration transfer and pick up of asset
- Full transparency of current and historic records from manifest to purchase

IN-PLACE AUCTION SERVICES

- List your assets and apply our auction expertise to optimize proceeds
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect payment from the winning bidder, and coordinate asset pick up
- Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations
- Provide a detailed audit trail to track your assets
- Full transparency of current and historic records from manifest to purchase

IMPOUND AUCTION SERVICES

- Tow assets from your storage location
- List your assets and apply our auction expertise to optimize proceeds
- Conduct a live or live-online auction that reaches a local, national, and international audience of bidders
- Handle customer support and payment collection from the winning bidder
- Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations
- Provide a detailed audit trail to track your assets
- Public inspections held off your premises - reducing liability and risk of lawsuits
- Facilitate title and registration transfer and pick up of asset
- Full transparency of current and historic records from manifest to purchase

Under our PROPERTY & EVIDENCE AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service.

- Pick up items from your location and transport to one of our secure Processing Centers
- Scan everything into our system for complete chain of custody tracking
- Image, clean, sort, authenticate, and assess the item conditions
- High value items may be sent out for third party evaluation
- Reasonable repair of high-value items
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect the winning bidder's payment, and ship all paid items
- Provide consistent marketing support
- Remit proceeds to your preferred location
- Provide a detailed audit trail to track your items 24/7
- Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs.

Under our FIREARMS AUCTION SERVICE, we will be responsible for the below tasks to provide clients the best possible service.

- Pick up items from your location and transport to one of our secure Processing Centers
- Scan everything into our system for complete chain of custody tracking
- Inspection of weapons to confirm they are legal for sale (not fully automatic, obliterated serial number, etc.)
- Image, clean, sort, authenticate, and assess the item conditions
- Destruction of weapons that are not legal for sale
- Biohazard Firearm Cleaning Service offered, which ensures the firearm is desirable/saleable.
- Conduct online auctions on partner's website, eGunner.com
- Transfer firearm to local FFL Dealer for winning bidder to pick up following all local, state, and federal regulations
- Handle customer support, collect the winning bidder's payment
- Provide consistent marketing support
- Remit proceeds to your preferred location
- Provide a detailed audit trail to track your items
- Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs

71	Describe the agency's roles and responsibilities for each service you are proposing.	<p>We know that our Clients have more mission critical tasks to complete than auctioning property and evidence, vehicles and equipment, and firearms and firearm accessories. That is why we have developed online auction services where we handle the majority of the work – from our full services solutions, to listing service options.</p> <p>Under our VEHICLE & EQUIPMENT AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <p>HAUL AWAY AUCTION SERVICES</p> <ul style="list-style-type: none">• Contact PropertyRoom.com Client Success Team with asset information and pickup location,• Send sale documents to designated location for auction preparation of assets <p>IN-PLACE AUCTION SERVICES</p> <ul style="list-style-type: none">• Contact PropertyRoom.com Client Success Team with 30 images and a description of your assets• Execute pick up of asset and title/registration transfer to winning bidder <p>IMPOUND AUCTION SERVICES</p> <ul style="list-style-type: none">• Contact PropertyRoom.com Client Success Team with asset information and pickup location• Send sale documents to designated location for auction preparation of assets <p>Under our PROPERTY & EVIDENCE AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <ul style="list-style-type: none">• Bar code and manifest items to allow complete audit trail• Contact PropertyRoom.com Client Success Team with item information and pickup instructions• Facilitate pickup of manifested items on the designated pickup day and time <p>Under our FIREARMS AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <ul style="list-style-type: none">• Bar code and manifest items to allow complete audit trail• Contact PropertyRoom.com Client Success Team with item information and pickup instructions• Facilitate pickup of manifested items on the designated pickup day and time
72	Describe your process of assessing market value of the items to be auctioned (where applicable).	<p>The nature of an auction allows the market at the time of auction to determine the market value of an item, and as we have processed and auctioned hundreds of thousands of auctions per annum, we have significant amounts of market data to support actual market values of the majority of items and item classes handled by our robust line of auction services.</p> <p>In addition, we provide value added services to optimize and assess market value of items. Not only have we acquired a significant amount of internal knowledge on the value of items that we process and auction, but we also work with third party evaluators like GIA and others for high-value items to provide trust on the quality of such items to realize the true market value.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Auction_Services_RFP_012821 Sun January 24 2021 06:05 PM	<input checked="" type="checkbox"/>	3
Addendum_8_Auction_Services_RFP_012821 Thu January 14 2021 08:57 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Auction_Services_RFP_012821 Fri January 8 2021 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Auction_Services_RFP_012821 Wed January 6 2021 04:22 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Auction_Services_RFP_012821 Wed January 6 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Auction_Services_RFP_012821 Wed January 6 2021 02:01 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Auction_Services_RFP_012821 Tue January 5 2021 01:35 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Auction_Services_RFP_012821 Mon January 4 2021 04:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Auction_Services_RFP_012821 Mon December 28 2020 11:21 AM	<input checked="" type="checkbox"/>	2

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of a fire notification and smoke control system at the downtown Jackson County Courthouse to Johnson Controls of Lenexa, KS, and Simplex Grinnell of Westminister, MA, under the terms and conditions set forth in the Sourcewell Contract No. 031517-SGL, an existing competitively bid government contract, at a total cost to the County not to exceed \$1,114,914.00.00.

RESOLUTION NO. 20725, July 19, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Director of the Public Works Department has recommended upgrades to the current fire notification and smoke control system at the downtown Jackson County Courthouse; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director recommends the award of a contract for this equipment to Johnson Controls of Lenexa, KS, and Simplex Grinnell of Westminister, MA, under the terms and conditions set forth in Sourcewell Contract No. 031517-SGL, an existing, competitively bid government contract; and,

WHEREAS, award under the existing government contract is recommended as this contract provides better discounts than would be available if the County bid separately; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing cooperatively bid government contract as recommended by the

Director of Public Works and that the Director of Finance and Purchasing be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

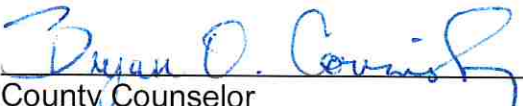
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20725 of July 19, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____


Absent _____

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 013 1507 58060
ACCOUNT TITLE: County Improvement Fund
Special Projects in Public Works
Other Improvements
NOT TO EXCEED: \$1,114,914.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20725

Sponsor: Theresa Cass Galvin

Date: July 19, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20725
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	7/19/2021

Introduction

Action Items: ['Authorize']

Project/Title:

Requesting Authorization of Funds from Capital Projects Fund 013 – Capital Improvement for Improvements to the Downtown Courthouse Fire Alarm and Notification and Smoke Control System.

Request Summary

In order to proactively create an improved environment within the Downtown Courthouse, the Fire Notification and Smoke Control systems within the building require investment.

The Fire Notification system is the first line of fire protection and is comprised of various audio/visual and communication devices, including strobes, alarms, pull stations, transponding equipment, heat sensors, speakers and smoke detection devices. These various communications relay information to the Fire Panel and communicate the same information to emergency providers that enable response to proper locations of emergency. The occupants of the facility receive similar information and instruction on how to safely exit or dispatch within building, depending on the emergency. The current system is aged and requires improvements to confidently notify occupants of an emergency.

The Smoke Control system is important to ensure that methods of egress would be safe to traverse and be clear of smoke caused by potential fire. This system would consist of door closing devices, air circulation and smoke filtering equipment. In order for the appropriate smoke control system to be recommended, it must be designed. Johnson Controls International has proposed to test, model and design the system in this initial phase. Subsequent phasing will be required at additional cost to implement the recommended design. Again, the current system is aged and required improvement.

The scope of service fees for requested services break down in the following manner.

Fire Notification Services - \$994,091.00

Smoke Control Design Services - \$19,466.65

10% Contingency for Unanticipated Work - \$101,355.77

Total Fee for Services - \$1,114,914

The request is to utilize funds within the Capital Projects Fund 013 – County Improvement for the amount to complete all necessary improvements to the Fire Notification and Smoke Control systems within the Downtown Courthouse, as dictated in the scope of services provided. Jackson County Facilities Management has requested that Johnson Controls International and Simplex Grinnell complete the scoped work under the terms and conditions set forth in the Sourcewell contract #031517-SGL for fire protection services.

Request for Legislative Action

Contact Information			
Department:	Public Works	Submitted Date:	6/1/2021
Name:	Brian Gaddie	Email:	BGaddie@jacksongov.org
Title:	Director of Public Works	Phone:	816-881-4496

Budget Information			
Amount authorized by this legislation this fiscal year:			\$1,114,914
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$1,114,914
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1507 (Special Projects in Public Works)	58060 (Other Improvements)	\$1,114,914

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Construction projects over \$75000	['Separate bid']

Fiscal Information
<ul style="list-style-type: none"> There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.

Request for Legislative Action

History

Brian Gaddie at 6/1/2021 5:08:43 PM - [Submitted |]
Department Director: Anne E. Collier at 6/30/2021 7:32:49 PM - [Approved | Restarting workflow due to workflow issue. Original comments are as follows: Brian Gaddie at 6/1/2021 5:08:43 PM - [Submitted |] Department Director: Brian Gaddie at 6/1/2021 5:58:42 PM - [Approved |] Finance (Purchasing): Barbara J. Casamento at 6/2/2021 9:00:31 AM - [Returned for more information | Please reference Chapter 10 Section 1030.4 in your Request Summary Please provide a copy of the contract for Sourcewell No. 031517-SGL (this is not a County Term and Supply Contract) Quote must match contract] Submitter: Brian Gaddie at 6/2/2021 4:33:46 PM - [Submitted |] Department Director: Brian Gaddie at 6/2/2021 5:05:18 PM - [Approved |] Finance (Purchasing): Barbara J. Casamento at 6/3/2021 1:24:12 PM - [Returned for more information | attached Sourcewell Contract No. 031517-SGL offers 10 discount but it is unclear what the discount is offered on attached 1st quote in the amount of \$994,091 does not reference contract or how pricing was calculated attached 2nd quote in the amount of \$19,466.65 does not show how pricing was calculated] Submitter: Brian Gaddie at 6/28/2021 11:47:21 AM - [Submitted | Added updated Sourcewell contract provided by Simplex/JCI. Pricing terms, conditions and Sourcewell verification letter also included.] Department Director: Brian Gaddie at 6/28/2021 3:41:47 PM - [Approved |]"
Finance (Purchasing): Barbara J. Casamento at 7/6/2021 12:47:19 PM - [Approved |]
Compliance: Jaime Guillen at 7/7/2021 11:07:53 AM - [Approved |]
Finance (Budget): Mark Lang at 7/7/2021 1:18:48 PM - [Returned for more information | On the "Budget Info" tab, under "Single Source Funding", please change the fund to "013 County Improvement Fund".]
Submitter: Brian Gaddie at 7/7/2021 2:47:55 PM - [Submitted |]
Department Director: Brian Gaddie at 7/7/2021 2:56:35 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/7/2021 3:32:30 PM - [Approved |]
Compliance: Jaime Guillen at 7/7/2021 3:48:52 PM - [Approved |]
Finance (Budget): Mark Lang at 7/9/2021 10:00:42 AM - [Approved | The fiscal note has been attached.]
Executive: Troy Schulte at 7/9/2021 12:33:11 PM - [Approved | Total of \$1.5 million budgeted for this expense in 2021]
Legal: Elizabeth Freeland at 7/15/2021 11:35:15 AM - [Approved |]

This expenditure was included in the Annual Budget.

Date: January 1, 2021

Org Code/Description	Object Code/Description	Not to Exceed
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<u>1507</u>	<u>Special Projects in Public Works</u>	<u>58060</u>	<u>Other Improvements</u>	<u>\$</u>	<u>1,114,914</u>
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APPROVED
By Mark Lang at 9:59 am, Jul 09, 2021

Page 1 of 1

June 11, 2021,

Brian Gaddie
Director of Public Works
415 E 12th Street
Kansas City, MO 64106

Dear Mr. Gaddie

I have reviewed the proposals for the Jackson County Courthouse for a fire alarm Upgrade totaling \$991,091.00 and a smoke control test totaling \$19,466.65. The proposals are compliant with Sourcewell contract #031517-SGL as they are meet the pricing requirements established by the contract.

If you have any questions or require any additional information, please don't hesitate to reach out to me directly at 218-895-4124 or Corey.jensen@sourcewell-mn.gov.

Respectfully,



Corey Jensen
218-895-4124
Corey.jensen@sourcewell-mn.gov



11019 Strang Line Rd
LENEXA, KS 66215-2181
(913) 894 0010
FAX: (913) 894 0020

Johnson Controls Quotation

TO:
Jackson County Courthouse
415 E 12th St 3M RM 105
KANSAS CITY, MO 64106-2706
Attn: Brian Gaddie

Project: Jackson Co Court Fire Alarm
Customer Reference:
Johnson Controls Reference: 332427559
Date: 06/14/2021
Page 1 of 8

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract **031517 SGL**

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Fire Alarm

QUANTITY	MODEL NUMBER	DESCRIPTION
Fire Alarm		
FACP ES		
1	4100-9701	ES-PS MSTR CTRLR 2X40
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
2	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-0636	BOX TO BOX HARNESS KIT
1	4100-0637	AUDIO BOX TO BOX HARNESS KIT
4	4100-0644	120V ES-PS PDM HARNESS
1	4100-1242	MESSAGE EXPANSION, 32 MINUTES
1	4100-1255	AUDIO IF 3-8 CHANNEL
1	4100-1270	MASTER TELEPHONE, 3 NACS
1	4100-1272	EXPANSION PHONE CONTROLLER
8	4100-1279	2 BLANK DISPLAY MODULE
3	4100-1281	8 SWITCH, 8 YELLOW LED MODULE
1	4100-1288	64/64 LED/SWITCH CONTROLLER
2	4100-1329	DIG. 100W AMP,6NAC,120VAC,70V
4	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-2303	LEGACY CARD STABILIZER BRKT
2	4100-2320	AUDIO EXPANSION BAY
1	4100-3117	MSTR CTRLR IDNET2, FACTORY ONLY
2	4100-5128	BATTERY DIST TERM MODULE
3	4100-5402	ES-XPS POWER SUPPLY
3	4100-5450	NAC CARD
1	4100-6080	SERIAL DACT SIDE MOUNT
1	4100-9621	BASIC AUDIO W/MIKE-DIGITAL
1	41002153	3Bay Glass Dr Pkg Factory Only
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
Remote Transponder ES		
1	4100-9600	BASIC TRANSPONDER
1	4100-0622	DIGITAL AUDIO RISER MODULE
1	4100-0634	POWER DISTRIBUTION MODULE 120V
4	4100-1327	FLEX 50W AMP W/3 NACS - 70V
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
2	4100-2320	AUDIO EXPANSION BAY
2	4100-5101	XPS POWER, 3 NACS, 120VAC
1	4100-5111	X SPS PWR, IDNET, 3 NACS, 120V
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED
Remote Transponder ES 2		
1	4100-9600	BASIC TRANSPONDER
1	4100-0622	DIGITAL AUDIO RISER MODULE
1	4100-0634	POWER DISTRIBUTION MODULE 120V
4	4100-1327	FLEX 50W AMP W/3 NACS - 70V
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
2	4100-2320	AUDIO EXPANSION BAY
2	4100-5101	XPS POWER, 3 NACS, 120VAC
1	4100-5111	X SPS PWR, IDNET, 3 NACS, 120V
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED
Panels & Misc		
1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT
3	2975-9452	3 BAY BOX& SOLID DOOR PLATINUM
3	4100-0650	BATTERY SHELF
3	4100-5128	BATTERY DIST TERM MODULE
1	4603-9101	LCD ANNUNCIATOR
6	2081-9296	BATTERY 50AH
5	2084-9014	PLUGGABLE PHONE W/5FT CABLE
10	4009-9201	NAC EXTENDER 120VAC, IDNET
10	4009-9803	4 CIRCUIT NAC ADD-ON STYLE Y
20	2081-9272	BATTERY 6.2 AH
1	ETHEDROP	ETHERNET-NETWORK COMPATIBLE
	DPSCD	DP SVCS BLUPRT/CAD/DRAFT/COPY
	DPSVC	DP SVCS (PERMITS/FEES/BONDS)
1	DPFA	DP FIRE ALARM
Initiating/Control Devices		
57	4099-9006	STATION-LED, DA PUSH ADDR
132	4098-9714	PHOTO SENSOR
20	4098-9733	HEAT SENSOR
152	4098-9792	SENSOR BASE
58	4098-9756	DUCT SENSOR HOUSING-4-WIRE
58	4098-9856	"SAMPLING TUBE 49"', PLASTIC"
58	2098-9806	REMOTE TEST STATION
32	4090-9001	SUPERVISED IAM
48	4090-9002	RELAY IAM



Johnson Controls Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
Notification Appliances		
64	2084-9001	REMOTE PHONE JACK
365	4906-9154	SPKR/STROBE MC WHITE CEILING
127	4906-9153	SPKR/STROBE MC WHITE
98	4906-9103	STROBE MC WHITE
2	DH1224SPC	12/24 V, SURFACE MT, CHROME
Professional Services - Fire Alarm		
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
Technical Services - Fire Alarm		
	TECH LAB	TECHNICAL SERVICE

Net selling price for Fire Alarm, \$240,490.00

Fire Alarm Install		
Install		
DPSUB		SUBCONTRACTING LABOR

Net selling price for Fire Alarm Install, \$681,122.00

Smoke Control Panel		
Smoke Control Panel		
1	DPGASS	OP GRAPHIC SMOKE CONTROL PANEL
30	4098-9714	PHOTO SENSOR
30	4098-9792	SENSOR BASE
6	4090-9001	SUPERVISED IAM
4	4090-9002	RELAY IAM
4	4098-9755	DUCT SENSOR HOUSING
4	4098-9857	"SAMPLING TUBE 73'", PLASTIC"
6	2098-9806	REMOTE TEST STATION
Smoke Control Install		
	DPSUB	SUBCONTRACTING LABOR
Professional Services - Smoke Control Panel		
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
Technical Services - Smoke Control Panel		
	TECH LAB	TECHNICAL SERVICE

Net selling price for Smoke Control Panel, \$72,479.00



Johnson Controls Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
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Net selling price for Fire Alarm, \$994,091.00
Sourcewell Contract 031517 SGL

Total net selling price, \$994,091.00

Pricing Schedule: Sourcewell

Comments

This proposal is in accordance with the Johnson Controls Sourcewell Contract #031517-SGL.

JCI is pleased to provide a quotation for the **fire alarm and smoke control upgrade** in the Jackson County Courthouse located at 415 E. 12th Street Kansas City MO. The following is included in the above quote.

Equipment as listed above, shop drawings, installation, programming, testing, customer training as discussed and per the Scope of Work.

Scope of Work -

Fire Alarm W/Audio - Provide a Simplex 4100ES panel with voice evacuation to replace the existing system with two remote transponder panels allowing for distribution of amplifiers and power supplies. Provide an LCD annunciator to provide system status at location designated by the owner. System devices include pull stations at designated exits, smoke detection above panels and in electrical/mechanical rooms including elevator lobbies and elevator control room that also includes heat detectors next to sprinkler heads. Duct detectors with remote test switches and indicators provided for AHU's and shutdown of AHU's. Sprinkler system flow and tamper switches will be monitored with addressable modules along with the fire pump and associated valves. Notification devices include speakers, speaker/strobes and strobes located throughout to satisfy ADA visual requirements and NFPA audible and visual requirements. System allows for selective signaling by floor minimizing disruption to floors not affected and meets code. Fire Fighter phone jacks provided for stairwells, elevator lobbies, elevator cabs, elevator control room and fire pump room.

Smoke Control - Provide a graphic smoke control panel for control of two stair pressurization fans. Includes additional detection for stairwell doors, monitoring and control of fans, and interface with the fire alarm system. Mechanical modifications and testing are not included and provided under a separate proposal.

Installation of the system includes conduit, wire-mold, and cable for a complete installation. Some existing conduit will be utilized when available with all new cable. Once complete demo of the existing system and cable is included. Installation to be performed by a qualified local union contractor.

Exclusions - Permit, prevailing wage (union rates), repair or replacement of equipment not mentioned above, patching, painting and applicable tax.



Project: Jackson Co Court Fire Alarm
Customer Reference:
Johnson Controls Reference: 332427559
Date: 06/14/2021
Page 5 of 8

Johnson Controls Quotation

Comments (continued)

Kaibni Peyton
Johnson Controls Fire Protection LP
PH# 913-894-0010
CELL 816-200-6043
kaibni.peyton@jci.com

TERMS AND CONDITIONS (Rev. 4/20)

1. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer

acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service

level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

15. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by

Company arising out of interferences to Company's work caused by other trades.

16. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

17. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

18. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

20. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

21. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are

not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

24. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

25. Insurance. Customer shall name Company, its officers,



employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

26. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of

work section, the Agreement price does not include travel expenses.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

30. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

31. One-Year Claims Limitation; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this

Agreement.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

37. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

Fire Alarm Sale and Installation Agreement Job Design April 10, 2020

Offered By:
Johnson Controls Fire Protection LP
License#:
11019 Strang Line Rd
LENEXA, KS 66215-2181

Telephone: (913) 894 0010

Representative: _____

Accepted By: (Customer)

Company: _____

Address: _____

Signature: _____

Title: _____

P.O.#: _____

Date: _____



11019 Strang Line Rd
LENEXA, KS 66215-2181
(913) 894 0010
FAX: (913) 894 0020

Johnson Controls Quotation

TO:
Jackson County Facilities
303 W WALNUT ST
INDEPENDENCE, MO 64050-3849
Attn: Rick Gerla

Project: Jackso Co Smoke Control Test
Customer Reference:
Johnson Controls Reference: 332431421
Date: 05/26/2021
Page 1 of 5

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract **031517 SGL**

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Fire Alarm

QUANTITY	MODEL NUMBER	DESCRIPTION
	Pressurization Testing	
	Pressurization Testing	
1	DPMSUB	CODE CONSULTANT FSC
	DPSVC	FIRE CODE ASSIST HOSS & BROWN
	DPFA	MISC CHARGES
	TECH LAB	TECHNICAL LABOR

Net selling price for Fire Alarm, \$19,466.65
Sourcewell Contract 031517 SGL

Total net selling price, \$19,466.65

Pricing Schedule: Sourcewell

Comments

This proposal is in accordance with the Johnson Controls Sourcewell contract #031517-SGL

SCOPE OF WORK

Provide testing of existing stairwell pressurization systems and recommend design changes to meet current code requirements:

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

Johnson Controls Quotation

Comments (continued)

1. Meet with building personnel to test existing smoke control system.
2. Provide report with results of testing as compared to current standards.
3. Walk the building to determine dimensions of existing stairwells, associated corridors and adjacent spaces.
4. Build a model using CONTAM modeling software and calculate required stairway pressurization fan sizing based upon the results of this model as informed by the testing.
5. Provide a report with calculations and a narrative that includes design criteria, required airflows, fan sizing, and information on any required relief.
6. Provide a system schematic section for use in the graphics of the fire fighter's control panel in AutoCAD .dwg format.
7. Develop a proposal with recommended changes as determined by the information gathered in the above steps

Note that existing fans must be started and run for the time it will take to measure the differential pressure across all stairwell doors. Pricing will change if testing must be performed outside of normal business hours.

- Exclusions:**
1. Labor or material not specifically described above is excluded from this proposal.
 2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
 3. Applicable taxes or special freight charges are excluded from this proposal

Mark Hess
Account Executive
Johnson Controls Building Solutions
Mark.hess@jci.com <<mailto:Mark.hess@jci.com>>
816-783-3443

TERMS AND CONDITIONS (Rev. 4/20)

1. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other rights or remedy, the right to (a), stop performing any Services and/or withhold further deliveries of Equipment and other materials, terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees, and expenses.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire

Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR DAMAGES OF ANY KIND; (B) LOSS OF PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER-ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
 - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
 - Provide Company access to any system(s) to be serviced,
 - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation,

Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

15. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused

by other trades.

16. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

17. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

18. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

20. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

21. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not

intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

24. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

25. Insurance. Customer shall name Company, its officers,



employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

26. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable (iii) receive immediate possession of any Equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the

Agreement price does not include travel expenses.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

30. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

31. One-Year Claims Limitation; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

32. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

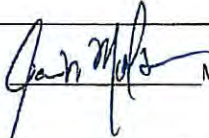
In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

Offered By: Johnson Controls Fire Protection LP License#: 11019 Strang Line Rd LENEXA, KS 66215-2181 Telephone: (913) 894 0010 Representative: _____	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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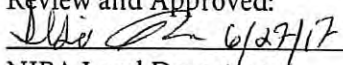
Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: SimplexGrinnell, LP

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
	Our team does not have any exceptions to the terms, conditions, or specification detailed in the RFP.		

Proposer's Signature:  Mr. James W. Madson, Vice President of Strategic Sales Date: March 15, 2017**NJPA's clarification on exceptions listed above:**

Review and Approved:

 6/27/17
NJPA Legal Department

Contract Award
RFP #031517

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

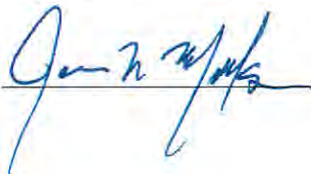
In compliance with the Request for Proposal (RFP) for FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: SimplexGrinnell, LP _____ Date: March 15, 2017

Company Address: 50 Technology Drive

City: Westminster _____ State: MA _____ Zip: 01441

Contact Person: Mr. Thomas Staves _____ Title: National Account Sales Manager and NJPA National Account Program Manager

Authorized Signature:  _____ Mr. James W. Madson, Vice President of Strategic Sales
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 031517-SGL

Proposer's full legal name: SimplexGrinnell, LP

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 30, 2017 and will expire on June 30, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on June 29, 2017


NJPA Contract # 031517-SGL

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name SimplexGrinnell

Authorized Signatory's Title Vice President Sales



VENDOR AUTHORIZED SIGNATURE

James W. Madson

(NAME PRINTED OR TYPED)

Executed on June 30, 2017

NJPA Contract # 031517-SGL

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: SimplexGrinnell, LP

Address: 50 Technology Drive

City/State/Zip: Westminster, MA 01441

Telephone Number: 978-731-2500

E-mail Address: jmadson@simplexgrinnell.com

Authorized Signature: 

Authorized Name (printed): Mr. James W. Madson

Title: Vice President of Strategic Sales

Date: March 10, 2017

Notarized

Subscribed and sworn to before me this 10th day of March, 20 2017

Notary Public in and for the County of Newport State of RI

My commission expires: 8/30/17

Signature: 

Kathleen M. Sanderson-Upham
Notary Public ID: 755715
My Commission Expires 08/30/2017



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: SimplexGrinnell, LP

Questionnaire completed by: Mr. Thomas Staves National Account Sales Manager and NJPA National Account Program Manager

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30 for all invoices. For contracting sales, a schedule of values will be outlined and agreed to regarding payment intervals throughout the installation process.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:

Direct Purchase

Direct Purchase offers clients a choice of tailored lease plans, including:

- Capital & Operating Lease Structures
- Fair Market Value (FMV) Purchase Option
- 10% Purchase Option
- \$1 Out Purchase Option
- Municipal Lease, \$1 Purchase Option
- 1 to 5 Year Financing Terms
- Easy to Upgrade - "Refresh Programs"
- No Penalties for Early "Buy-Outs"

Fair Market Value (FMV) Purchase Option

This program offers the lowest monthly payment, and when the lease term ends, you can choose among several end-of-lease options:

- Purchase the equipment at a fair market value
- Upgrade your equipment with our "Technology Refresh" program
- Re-lease the equipment
- Return the equipment to us

10% Purchase Option

This plan guarantees the end-of-lease purchase price. Clients are not obligated to exercise this purchase option. The 10% purchase option provides end-of-lease flexibility which pre-determines the residual value of the equipment. End-of-lease options include:

- Purchase the equipment at 10% of its original cost
- Upgrade the equipment

- Re-lease the equipment
- Return the equipment

Please see Section 15 of our proposal for additional information regarding leasing.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Our team's sales representatives will meet with end user customers and will develop a quotation. Throughout the process there will be hooks in place to monitor the entire sales cycle, from initial contact to the closing the individual sales. A lead program will be instituted that will track all NJPA opportunities. Our in place "Salesforce.com" system will be used to track the sales process and will also be able to provide status updates in real-time. Also from an IT perspective, hooks will be in place to monitor overall program compliance and ensure that proper pricing and prevailing wages are being utilized.

In order to process a completed sale, a Purchase Order or customer signature is required. Contract Sales will be entered by our local office sales personnel and the orders will be tracked within our in place "Job Design" system utilizing an NJPA Customer Account Classification Code. All service contracts will be handled by our national accounts centralization team.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes. Customers can pay invoices through our online payment system. There is no additional cost to NJPA members for using this system. For security purposes, our organization does not accept credit card numbers over the phone. We request customers pay through the online payment portal.

<https://www.simplexgrinnellpayonline.com/>. Payment can also be made online via the Customer Portal.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there 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?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

We offer several types of warranties depending on whether we are providing a product installation or service. These warranties are provided at the end of Section 21 of our proposal response.

Conditions and Requirements to Qualify

Our policy states we will warranty a system installed by our technicians for a period of 1 year from date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation upon installations by a qualified technician. Any issues caused on the panel by a non-SimplexGrinnell/TycoIFS technician will not be covered. Any issues related to wiring from a third party contractor may not be covered. Additionally, any problems caused by third parties would not be covered. We also would not cover acts of nature such as lightning strikes, flooding, and other events such as that.

Claims Procedure

All warranty claims are handled through the local company office. To place a warranty claim, simply contact the local district office assigned to your facility, or place a service request through the Customer Portal. A technician will be assigned to diagnose and investigate the equipment under warranty demonstrating a malfunction. If it is a warranty claim, the local office will make repairs under the conditions of the warranty. If it is not, the technician will provide an estimate of the cost to repair. All repairs under or outside of warranty require customer sign off prior to completion.

Overall Structure

Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel.

What is Covered

Our warranties cover all products, parts, and labor associated with the SimplexGrinnell/TycoIFS-installed or serviced system.

Usage Restrictions or Other Limitations

There are no usage limitations in our warranty system for SimplexGrinnell/TycoIFS-installed or serviced systems.

Technician Travel Time and Mileage

Technician travel time and mileage to perform warranty repairs is covered under our warranty program.

Geographic Limitations

Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region of the United States or Canada where we cannot provide warranty repair services.

Service on OEM Equipment

As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation upon installations by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components.

Exchange and Return Programs

According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.

- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Our NJPA offering includes total support for all fire alarm, fire detection, fire protection, integrated security, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

SimplexGrinnell proposes to utilize line item pricing based upon a Project Level Gross Margin (PLGM) of the previous years top 50 Commercial Customers sales per product family. Pricing for these line items is based upon the selling price. This analysis is performed annually, of the Top 50 Customers, the top and bottom 12.5% are dropped leaving 75% for computing the PLGM average for all contracting related quotes. National Accounts IPP Rev 6D for line item services is based on an average of 10% reduction from that of local district pricing.

Please see the following pricing documents included in Section 11 of this proposal:

Service

- National Accounts Rev 6 Line Item Service Pricing
- National Account Rev 6 Labor Pricing (embedded in Service Price file)
- US Domestic Labor Rates (embedded in Service Price file)
- National Account Recommendation quotes form
- National Account Service Quote
- National Account Deficiency Quote
- Hot List Sample (embedded in Service Price file)

Contracting

- NJPA Products and Labor Price File

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

We will provide NJPA clients with our standard national account labor rates that are on average 10% discount from local district rates.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ___X___ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

We do not intend to offer a volume discount to NJPA clients.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Services

For any non-standard offering, our team will quote using negotiated NJPA approved hourly labor rates and will be offered on a fixed price basis. For all replacement parts, we will utilize standard district pricing for all internal sourced parts. For Outside Purchase products and labor we will utilize a 20% markup over our cost.

Contracting

For any non-standard offering that does not have an associated line item price, we will provide at the approved PLGM rates. (This includes orders with just product and orders with labor combined)

- All Products Except Sprinkler PLGM 30.6%
- Sprinkler PLGM 21.7%

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Suppression products are the only line items where we may add additional freight fees. Shipping of large 300 lb cylinders and significant quantities of foam can be expensive. Our team works closely with our customers to develop cost effective delivery arrangements when practical.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

We will only charge freight for the following new products:

- Fire Extinguishers/Suppression Products
- Retardant, Foams and Equipment (Sapphire, Pyro-Chem & Ansul Products)

We will ship bulk rate whenever possible and rates/methods are always discussed with customers ahead of time and freight is broken out as a separate line item.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

SimplexGrinnell owns and operates offices in both Hawaii and Alaska. TycoIFS employs technicians throughout Canada. There are not any different policies for these locations or other remote areas. Standard policy prevails. Related information is outlined in the Warranty Program information included with this proposal.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, both SimplexGrinnell and TycoIFS have access to the Tyco Warehouse in Atlanta, Georgia. Staffed with approximately 250 full time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past by Tyco. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to SimplexGrinnell and TycoIFS offices.

TycoIFS also maintains a large warehouse and distribution center in Toronto. Key elements of this facility include:

- Faraday, Pyrotechnics, Simplex, Notifier, Edwards, and Gamewell parts supply.
- The facility encompasses the following operations; Service Parts, Raw Materials, Finished Products, Receiving, Returns, Domestic, and International Shipping.
- The facility is a two-shift operation with approximately 100 employees.
- The facility has the ability to store over 4,400 pallets of materials.
- The overall size of the facility is 170,000 square feet including the mezzanine.
- The Finished Product Warehouse has over 2,400 part numbers.
- The Raw Materials Warehouse has over 10,000 part numbers.
- The Service Warehouse has over 10,000 part numbers.
- The Shipping Operation handles over 1,500 customer orders a day, and over 30,000 pieces each day with a staff of 41 employees.

- A new overall layout and automated conveyor/sortation system has recently been installed, including a new fully automated radio frequency based Warehouse Management System. This system employs a bar-code recognition system for improved pick and ship accuracy.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We employ an internal auditing group and government compliance/prevaling wage group that is proactive in regards to contract compliance. Sales and Compliance personnel are separate functions in our organization. Our corporate compliance personnel will audit key data. Individual contracting projects and service orders will be audited monthly to verify compliance. If any issues are found, a larger sample is examined.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1.5 percent annual administration fee with a reduction to 1% in any subsequent year that total contract volume exceeds \$60 million.

Industry-Specific Questions

NOTE: You may have addressed some of the following questions elsewhere in your response. If so, please also answer these industry questions completely. Do not leave them blank.

- 19) Describe any background checks that you require of employees and prospective employees.

How do you vet those personnel that might have access to sensitive NJPA member information?

SimplexGrinnell and TycoIFS complete pre-employment background checks and monitors driving records of all personnel who operate vehicles for company business at least annually. Selective employees are cleared by government agencies to work with sensitive data. Our technicians follow guidelines provided by our Manager of Industrial Security Compliance.

- 20) Articulate your process for screening and hiring contractor candidates.

Our organization completes pre-employment background checks and monitors driving records of all personnel who operate vehicles for company business.

- 21) What term better describes your company: national or regional? Please explain.

SimplexGrinnell and TycoIFS are national companies. We own and operate over 150 offices throughout North America.

- 22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.

We employ a prevailing wage group in Westminster, MA. This group checks each service related project for prevailing wage requirements prior to the contract commencing. On the contracting side, a mandatory prevailing wage drop-down box must be implemented by the sales representative when the order is entered. Each project also gets flagged if it is going to be located in a prevailing wage state. SimplexGrinnell is extremely proactive on prevailing wage and compliance in general.

23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?

Our organization is capable of continuing to provide consolidated activity reports to NJPA detailing the specific services SimplexGrinnell and TycoIFS have provided to NJPA members within a specified time period. Reports can be segmented by state, region, life safety system, type of business, or any other parameter set by NJPA. Reports can be provided electronically in Excel, Word, or Adobe PDF to a specific individual or individuals designated by NJPA. We can also provide NJPA with access to our Customer Portal to access reports online. Finally, our organization can provide hard copy reports to NJPA at your request.

Tyco will also continue to provide installation, testing, inspection and service reports to NJPA's members. Reports will be provided to each member by the local company office providing support. We will also continue to provide NJPA members with access to the Customer Portal to provide 24/7/365 access to online reports.

24) What is your average response time for both routine and urgent agency requests?

The average response time for routine and urgent agency requests from NJPA's members will continue to be contingent on the type of request: Service or Installation, Emergency or Routine. Average service response times are consistent across the United States and Canada, including Alaska and Hawaii. Individual service response times may vary by company location, according to that location's distance from the specific NJPA member requiring service, for example, an NJPA member in New York City may experience a faster service response time from the New York City district office, which is centrally located in Midtown Manhattan, than an NJPA member in Santa Fe, New Mexico, where the nearest location, Albuquerque, New Mexico is just over an hour away.

Service Response Times

EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety and property protection is non-existent or property assets are in imminent danger of significant damage.

- Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law

PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit integrity.

- Technician will be on site within 24 hours

THREE DAY SERVICE CALL System/unit is operational; general repair is required.

- Technician will be on site within three(3) business days

SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service work.

- Technician will be on site within fourteen (14) calendar days

Installation Response Times

Both SimplexGrinnell and TycoIFS will respond to new equipment installations and upgrade requests according to the deadline set by the NJPA member placing the request. Each local office has the ability to procure manpower, project management, design, and equipment resources from across the Continent to support urgent installations and upgrades.

25) How do you remain ahead of current trends regarding products and technology?

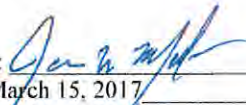
Our organization is dedicated to identifying, developing, and implementing new products and technologies, including service delivery technologies, in support of our clients. In 2015, Tyco International invested \$212,000,000 in research and development. In Fiscal Year 2016, JCI, with whom Tyco merged on September 6, 2016, invested \$316,000,000 in research and development. Individually as wholly-owned subsidiaries, SimplexGrinnell and TycoIFS continually review new and emerging technologies to identify how they will fit into our existing business model to the benefit of our clients. Our Sales Engineering team attends trade shows and industry conferences, performs research, maintains contact with industry leaders and suppliers, and uses our voice of the customer program to determine customer needs and develop the appropriate programs and products. One example of this is our Customer Portal, which was developed in response to client requests for online reporting and service request functionality. Another is our Electronic Information Reporting System (EIR). EIR was developed in response to emerging trends in cloud technology and the use of smartphones and tablets to access real-time inspection data. Tyco Fire Protection Product's engineering and new product development teams work directly with our local district offices to identify current and upcoming trends in life alarm and life safety technology and develop new products to meet our customer's anticipated demands.

26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.

We will provide NJPA clients with our standard national account labor rates that are on average 10% discount from local district rates.

27) How do you ensure that your prices are competitive?

Our company continually performs market reviews to determine the average of what the products and services we offer are being priced at throughout the National and Local marketplace. Pricing data for individual products and services, including labor rates and equipment markup percentages, is gathered from a wide array of sources and compared, on an individual and aggregate basis, to SimplexGrinnell and TycoIFS' current pricing models. Prices are then adjusted to ensure we remain competitive in the marketplace.

Signature:  James W. Madson, Vice President of Strategic Sales
Date: March 15, 2017

RIDER FOR NAME CHANGE TO JOHNSON CONTROLS FIRE PROTECTION LP

THIS RIDER FOR NAME CHANGE TO JOHNSON CONTROLS FIRE PROTECTION LP ("Rider") effective as of **12/17/2017** ("Effective Date") entered into by and between **Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)** ("Johnson Controls") and **National Joint Powers Alliance** ("Customer") is incorporated into and made part of the Agreement by and between Johnson Controls and Customer (the "Agreement"). Hereinafter Johnson Controls and Customer may be referred to individually as a "party" or collectively as the "parties."

1. The parties hereby acknowledge that on January 25, 2016, Tyco International Plc., SimplexGrinnell LP's ("SimplexGrinnell") ultimate indirect parent, and Johnson Controls, Inc. publicly announced its plan to merge the combined companies to form Johnson Controls, Plc. As part of the reorganization, Simplex Grinnell's name was changed to Johnson Controls Fire Protection LP. Notwithstanding the foregoing, Johnson Controls' obligations to the Customer under the Agreement are not affected by the merger and/or name change and neither activity shall be considered an assignment for purposes of the Agreement.

2. Johnson Controls and Customer hereby agree that all references to "SimplexGrinnell" under the Agreement are hereby modified to read Johnson Controls Fire Protection LP or Johnson Controls.

3. The parties hereto mutually agree that the Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all of the terms and conditions thereof, modified only as specifically provided in this Rider. If a conflict or inconsistency exists between the terms and conditions of the Agreement and this Rider, then the terms and conditions of this Rider shall prevail. This Rider may be signed in one or more counterparts, which taken together shall constitute the same Rider, as of the day and year first above written.

CUSTOMER: National Joint Powers Alliance

By: _____

Its Authorized Representative

Name
Printed: Chad Coauette

Title: Executive Director / CEO

JOHNSON CONTROLS FIRE PROTECTION LP

By: Thomas L Staves

Its Authorized Representative

Name
Printed: Thomas Staves

Title: National Manager, Cooperative Contracts



Letter of Agreement To Extend the Contract

Between

Johnson Controls Fire Protection LP
5757 N. Green Bay Ave. #591
Milwaukee, WI 53209

And

Sourcwell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcwell have entered into an Agreement (Contract #031517-SGL) for the procurement of Facility Security Equipment, Systems, and Services with Related Equipment and Supplies. This Agreement has an expiration date of June 30, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcwell and Sourcwell's members. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on June 30, 2022. All other terms and conditions of the Agreement remain in force.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz, Its: Director of Operations & Procurement/CPO
C0FD2A139D06489...

Name printed or typed: Jeremy Schwartz

Date 9/29/2020 | 1:33 PM CDT

Johnson Controls Fire Protection LP

DocuSigned by:
By: Thomas Staves, Its: Natl Sales Mgr Cooperative Contracts
E026EC1139B5439...

Name printed or typed: Thomas Staves

Date 9/29/2020 | 11:36 AM PDT

Johnson Controls 031517-SGL

Pricing for contract #031517-SGL offers Sourcewell participating agencies the following discounts:

- 10% Discount from local district rates

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute an amendment to the contract with SFS Architecture of Kansas City, MO, for additional architecture and engineering services in connection with renovations at the downtown courthouse, at a cost to the County not to exceed \$58,500.00.

RESOLUTION NO. 20726 July 19, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 20588, dated December 14, 2020, the Legislature awarded a contract for the furnishing of architecture and engineering services in connection with proposed renovations to the south wing main level of the downtown courthouse to SFS Architecture of Kansas City (Jackson County), MO, at a cost to the County not to exceed \$162,000.00; and,

WHEREAS, during the schematic design phase of this project, it was determined that floor 1M of the south wing of the courthouse should be included in this project; and,

WHEREAS, the Director of Public Works recommends an amendment to the contract with SFS Architecture to increase and update the scope of services to include all necessary space, at an additional cost to the County not to exceed \$58,500.00; now therefore,

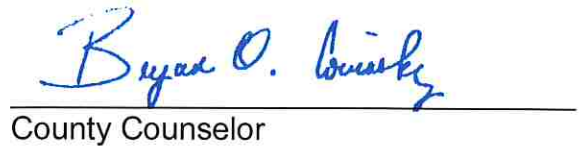
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute, on the behalf of the County, the attached amendment to the contract with SFS Architecture; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the contract and amendment thereto.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20726 of July 19, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

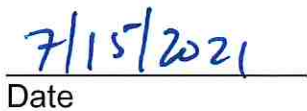
Absent _____

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 013 1507 58060
ACCOUNT TITLE: Country Improvement Fund
Special Projects in Public Works
Other Improvements
NOT TO EXCEED: \$58,500.00


Date


Chief Administrative Officer

April 21, 2021, **Revised July 14, 2021**

Brian Gaddie
Director of Public Works
Jackson County, Missouri

RE: Jackson County Courthouse Jury Room Relocation
Additional Services No. 1 Fee Proposal

Dear Brian,

On behalf of SFS Architecture, following you will find our additional services fee scope of work and fees for the above referenced project. If this proposal is acceptable, please sign the attached Amendment to the Contract to enact these additional services.

We appreciate the opportunity to continue our work with the County on this important project. If you have questions or comments regarding this information, please do not hesitate to call.

Amendment No. 1 Scope of Work:

The following scope of work is proposed for the additional services:

1. Add mezzanine (1M) scope of work as approved in the Design Development submittal per the Courts' request. Mezzanine (1M) scope of work includes adding a lift adjacent to the east stairs to provide ADA accessibility to the mezzanine level, new finishes in the mezzanine for additional juror lounge space, a court en banc conference room with coffee bar and audio-visual equipment, FFE and new mechanical, electrical, plumbing, security, telecom, and fire protection.
 - a. Design will include structural, architectural, MEP/FP, AV, security, telecom, FFE and cost estimating services.
2. Package drawings such that mezzanine (1M) scope of work is bid as Add Alternate No. 1.
3. Provide finish revisions after Design Development approval. Changes include:
 - a. Wood-framed storefronts and doors in lieu of metal framed storefronts.
 - b. Additional detail at ceiling cornice.
 - c. Custom pendant lighting design.
 - d. Terrazzo flooring changes.

Amendment No. 1 Fees:

Compensation for Schematic Design thru Construction Documents (Work Completed to Date) is \$58,500.

Respectfully submitted,



Marsh K. Hoffman, AIA, LEED BD+C
Principal



Dana Gould, AIA, LEED BD+C
Associate

Attachments: Revised project schedule and Amendment No. 1

AMENDMENT NO. 1**Contract for Professional Services****Between Jackson County and SFS Architecture, Inc.****Jackson County Courthouse Jury Room Relocation****Jackson County, Missouri**

This Amendment No. 1 is made this ____ day of July 2021 between Jackson County and SFS Architecture, Inc. (Architect) pursuant to the terms and conditions set forth in the Contract for Professional Services between Owner and Architect dated December 29, 2020.

1. COMPENSATION is modified as follows:

- a. For Basic Services performed for the Amendment No. 1 scope of work, the County shall pay the consultant an amount not to exceed Fifty-Eight Thousand Five Hundred Dollars (\$58,500).
- b. The total contract amount is not to exceed Two Hundred Twenty Thousand Five Hundred Dollars (\$220,500).

Amendment No. 1 Scope of Work:

The following scope of work is proposed for the additional services:

1. Add mezzanine (1M) scope of work as approved in the Design Development submittal per the Courts' request. Mezzanine (1M) scope of work includes adding a lift adjacent to the east stairs to provide ADA accessibility to the mezzanine level, new finishes in the mezzanine for additional juror lounge space, a court en banc conference room with coffee bar and audio-visual equipment, FFE and new mechanical, electrical, plumbing, security, telecom, and fire protection.
 - a. Design will include structural, architectural, MEP/FP, AV, security, telecom, FFE and cost estimating services.
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 - b. Wood-framed storefronts and doors in lieu of metal framed storefronts.
 - c. Additional detail at ceiling cornice.
 - d. Custom pendant lighting design.
 - e. Terrazzo flooring changes.

Owner**Architect**

Signature

Signature

Name & Title (Printed or typed)

Marsha K. Hoffman, AIA, LEED BD+C, Principal
Name & Title (Printed or typed)

Date

Date

Request for Legislative Action

Res. #20726
Sponsor: Theresa Cass Galvin
Date: July 19, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20726
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	7/19/2021

Introduction

Action Items: ['Amend']

Project/Title:

Amending the Contract Resulting from RFQ 54-20 with SFS Architecture Dated December 29th, 2020 to Account for Additional Architecture and Engineering Design Services for Renovations at the Jackson County Courthouse.

Request Summary

During the Schematic Design Phase of the Jury Room Relocation project, it was determined that adding the DTCH south wing mezzanine would be beneficial to the long-term success of the relocation project. The original scope of the project was to only include the main level of the south wing. By adding the mezzanine level to the project, additional Court functions are able to be included as well as amenity space to the public.

In accordance with Section II of the contract executed with SFS Architecture for Architectural and Engineering Design Services, dated 12-29-2020, it is the request of the Public Works Department to amend the agreement due to additional services required. SFS Architecture, at the request of the 16th Circuit Court and the County, increased the Scope of Services provided to offer a more complete and suitable space to conduct Court and County operations. It is agreed that the out of scope work would require additional fee to complete the range of services retained under contract.

The increase in Architectural and Engineering Design Services is expected not to exceed \$58,500 and will maintain the original design and construction schedule as closely as possible.

Contact Information

Department:	Public Works	Submitted Date:	5/12/2021
Name:	Brian Gaddie	Email:	BGaddie@jacksongov.org
Title:	Director	Phone:	816-881-4496

Budget Information

Amount authorized by this legislation this fiscal year:	\$58,500
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$58,500
Is it transferring fund?	No

Request for Legislative Action

Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1507 (Special Projects in Public Works)	58060 (Other Improvements)	\$58,500

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20588	December 14, 2020

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	1.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.	

Request for Legislative Action

History

Brian Gaddie at 5/12/2021 3:59:52 PM - [Submitted |]
Department Director: Anne E. Collier at 7/2/2021 8:31:19 AM - [Returned for more information | Returning to re-add the comments and restart the workflow from Monday's outage.Original comments are as follows:"Brian Gaddie at 5/12/2021 3:59:52 PM - [Submitted |]Department Director: Brian Gaddie at 5/17/2021 10:23:24 AM - [Approved |]Finance (Purchasing): Barbara J. Casamento at 5/17/2021 2:16:45 PM - [Returned for more information | Include in the summary that this project was bid as RFQ 54-20 last year. A copy of the contract and the amendment need to be attached. If contract is too large, please send copy to Clerk's Office for Legislators to review.]Submitter: Brian Gaddie at 5/19/2021 4:59:06 PM - [Submitted | The original contracted executed with SFS for the services associated with this amendment request as approved by R.20588 has been uploaded. The summary has also been amended to include RFQ 54-20.]Department Director: Brian Gaddie at 5/19/2021 5:10:21 PM - [Approved |]Finance (Purchasing): Barbara J. Casamento at 5/20/2021 9:24:29 AM - [Approved |]Audit: Katie M. Bartle at 5/20/2021 11:25:55 AM - [Approved | eRLA 82]Finance (Budget): Mark Lang at 5/20/2021 12:17:42 PM - [Approved | Fiscal note has been attached.]Executive: Sylvyva Stevenson at 5/23/2021 10:17:43 AM - [Approved |]"
Submitter: Brian Gaddie at 7/8/2021 1:36:46 PM - [Submitted | Fiscal note will need to be revised. Thank you.]
Department Director: Brian Gaddie at 7/8/2021 2:15:15 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/8/2021 4:37:39 PM - [Approved |]
Compliance: Jaime Guillen at 7/8/2021 4:50:46 PM - [Approved |]
Finance (Budget): Mark Lang at 7/9/2021 9:51:45 AM - [Approved | A revised fiscal note has been attached that is titled, "Fiscal Note 82 - Public Works - Jury Room addition (revised 07092021)".]
Executive: Troy Schulte at 7/9/2021 10:05:46 AM - [Approved |]
Legal: Elizabeth Freeland at 7/15/2021 10:59:45 AM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 150721002 000

Date: July 9, 2021

RES #	20726
eRLA ID #:	82

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
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013 County Improvement Fund

1507	Special Projects in Public Works	58060	Other Improvements	\$	58,500
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APPROVED
By Mark Lang at 9:49 am, Jul 09, 2021

Budget Office

\$ 58,500