STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT

CONTRACT NUMBER: MA433

May 28, 2013

Revision number: Purchasing Agent: Linda Crawford
Phone #: (801) 538-3150
Email: lindacrawford@utah.gov

Item: OEM Replacement parts for off Road Construction Heavy Equipment

Vendor: 35288JB Century Equipment Co.
35288JB
3434 Century Drive
Salt Lake City, UT 84123

Internet Homepage: www.centuryeq.com

General Contact: Ryan May
Telephone: (801) 262-5761
Fax number: (801) 262-5780
Email: ryan.may@centuryeq.com

Usage Report Contact: Same

Reporting Type: Item-Line

Brand/trade name:

Price: See Attached Pricing
Terms: Net 30
Effective dates: 06/01/13 through 06/02/18
Potential renewal options remaining: None
Days required for delivery: 60 - 90 Day
Price guarantee period: 1 Year
Freight:
Minimum order: 1
Min shipment without charges:
Other conditions:

This is a new contract. Assigned to new Agent.

Solicitation #: PG13016

The administrative fee for this contract is 0.00% and is already included in the contract price.

This is a multiple award contract also see MA431, MA438 & MA437

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.
STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA433

May 28, 2013

Century Equipment Co.

UTAH DEPARTMENT OF TRANSPORTATION
OEM REPLACEMENT PARTS OFF ROAD CONSTRUCTION HEAVY EQUIPMENT

PUBLICATION
State of Utah through the Utah Division of Purchasing and General Services is seeking to
develop a State Cooperative five (5) year contract that may result in multiple awards with
multiple qualified manufacturers.

This specification is a product of the Utah Department of Transportation (UDOT), hereinafter
referred to as STATE. STATE does not assume nor accept any liability when this specification
is used in the procurement process by any other entity.

The purpose of this solicitation is to establish multiple requirement(s) contract(s) to provide
STATE with OEM Replacement Parts for Off Road Construction Heavy Equipment for the
various UDOT Regions throughout the State of Utah. UDOT is requesting proposals from Heavy
Equipment manufacturers to provide competitive percentage discounts off of OEM parts and
products specifically for; John Deere, Cat, Komatsu, and Case. Each manufacturer will provide
pricing for shop labor rates offered through their retail distribution networks to all UDOT
Regions.

PART I: GENERAL CLAUSES AND CONDITIONS

1. The parts/equipment furnished under this specification shall be the latest improved model in
current production, as offered to commercial trade. The supplier represents that all
parts/equipment offered under this specification is new at time of delivery. ONLY OEM
PARTS WILL BE ACCEPTED. DISCONTINUED, DEMONSTRATOR OR
DEVELOPMENTAL PARTS ARE NOT ACCEPTABLE.

2. Upon Request, Vendors must provide STATE with current Manufacturers Price List (MPL) or
specific items listed in the Price Sheet with current pricing. Should you need assistance from
BidSync, contact support@bidsync.com or 800-990-9339.

3. Upon delivery, all parts shall be complete and ready for installation.

4. All parts not specifically mentioned, but are necessary for the unit to be complete for operation
or are normally furnished as standard equipment, shall be furnished by the supplier. All parts
shall conform in strength, quality, and workmanship to the accepted standards of the industry.

5. Parts provided shall meet or exceed all the Federal and State of Utah safety, health, lighting,
and noise regulations and standards in effect, and which are applicable to the intended equipment
STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA433

May 28, 2013

at the time of acceptance.

6. It is the intent of STATE to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

7. STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.

8. Required measurements standard will be given in English units or the industry's standard units.

9. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

10. Exception(s) to Terms and Conditions and/or Specifications to this bid must be submitted as a question through BidSync during the question and answer period. The State will then approve or clarify with an answer or will be established by addenda issued during the question and answer period through BidSync. Exceptions shall not be granted to requests made after the question and answer deadline.

11. The Offeror's list of Authorized Distributors must provide full location addresses including contact information.

PART I: SCOPE OF WORK

1. SCOPE OF WORK:

The purpose of this solicitation is to establish multiple requirement(s) contract(s) to provide the State of Utah, Department of Transportation (UDOT), OEM Replacement Parts for Off Road Construction Heavy Equipment for the various UDOT Regions throughout the State of Utah. UDOT is requesting proposals from Heavy Equipment manufacturers to provide competitive percentage discounts off of OEM parts and products specifically for; John Deere, Cat, Komatsu, and Case. Each manufacturer will provide pricing for services offered through their retail distribution networks to all UDOT Regions. Each UDOT Shop will procure parts from nearest awarded manufacturer or their designated distributor, highest discount off of catalog or online pricing. This bid will result in a five (5) year State Cooperative Contract and may result in multiple awards with multiple qualified manufacturers.

2. SERVICE CENTER

Service centers/authorized distributors, for Awarded Contractor shall be located in the State of
Utah or within 150 miles of the Utah boarder; consideration will not be given to bidders unable to satisfy the Utah Department of Transportation or the Division of Purchasing as to the adequacy of their service facilities and the availability of replacement parts.

Bidder shall provide evidence of the factory certifications for OEM Parts. All OEM parts of common or high usage should be regularly carried in stock by the Awarded Contractor, or their distributor. All other OEM parts must be available from the Awarded Contractor, or their distributor, within a reasonable amount of time, but no more than 90 days after receipt of order.

The Bidder must be capable of selling and servicing the specified OEM Parts to the participating Regions. The Bidder is required to provide a list of sales and service areas within each participating Region. The list should be sorted by region and city.

3. DELIVERY REQUIREMENTS

Delivery shall be FOB Destination or Vendor Service Center.

Delivery will be at the Utah Department of Transportation Various Region Shops and Central Shop See Attached Region Map.

In some instances, a using Region may require OEM parts be shipped to their regional sheds. Orders of this type must be shipped FOB Destination at contract price within 30 miles of Authorized Distributor location with no additional fees or freight charges added.

The Awarded Contractor shall not charge for return fees for inaccuracies or other errors on the part of the Contractor.

4. SERVICES

Bidders are asked to submit pricing for shop labor rates that may be performed by their Approved Distributors. If awarded a contract, the Awarded Contractors are responsible for the timeliness and quality of all services provided by individual distributors under this solicitation.

The Bidder's list of Authorized Distributors within each Region must provide full location addresses including contact information and services that are currently provided by each location.

5. WARRANTY

The OEM parts shall be warranted against all defects in material and workmanship according to manufacturer's standard warranty period. OEM parts furnished shall be guaranteed to be free
from defects in workmanship and material according to manufacturers warranty. Any OEM part which fails this guarantee shall be replaced by the Awarded Contractor with a new OEM part. The Awarded Contractor shall defray all transportation costs on both the defective OEM parts and replacement OEM parts.

Basic Warranty period  6 Month
Other warranty period

PART II -PRICING

PRICE GUARANTEE:

Upon request Vendors must provide Current Manufacturers Price List (MPL) or current pricing for specific items. Percentage discount being bid will be based on MPL for orders.

The percentage of discount from the published MPL shall remain the same for all renewal terms of contract. Pricing shall be considered firm for the first 12 months of the contract. There shall also be no change in the listed Shop Labor for the first 12 months.

Price adjustments for services may be allowed only during the contract anniversary date providing the adjustment is made owing to legitimate increases in the contractor's operating expenses, e.g. raw materials, fuel, taxes, labor, etc.

A written request for an increase with supporting documentation e.g. updated MPL must be received by the Contract Administrator, State of Utah Division of Purchasing at least thirty (30) days prior to the effective date of the increase. Increases shall not be effective unless they are approved by the Director, State of Utah Division of Purchasing.

Price decreases or higher discounts available from the manufacturer shall be immediately passed on to STATE. When the manufacturer offers price reductions or higher discounts, the Contractor must notify Contract Administrator, State Division of Purchasing and must pass those discounts on STATE at once.

Following items must include, freight cost - FOB, and other associated charges.
PRICE SHEET AND AUTHORIZED DISTRIBUTOR SHEETS MUST BE FILLED OUT IN ORDER TO BE CONSIDERED RESPONSIVE

**Price Sheet**

**Percent Discount Off OEM Parts**

<table>
<thead>
<tr>
<th>Company Name: Century Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Description</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Air Conditioning Compressor</td>
</tr>
<tr>
<td>Air Conditioning Condenser</td>
</tr>
<tr>
<td>Alternators &amp; Starters</td>
</tr>
<tr>
<td>Bearings, Ball &amp; Roller</td>
</tr>
<tr>
<td>Belts &amp; Hoses</td>
</tr>
<tr>
<td>Brakes</td>
</tr>
<tr>
<td>Electrical &amp; Ignition</td>
</tr>
<tr>
<td>Exhaust Muffler</td>
</tr>
<tr>
<td>Engine</td>
</tr>
<tr>
<td>Drive Train</td>
</tr>
<tr>
<td>Filters, Oil, Gas, Air &amp; Trans</td>
</tr>
<tr>
<td>Gaskets &amp; Seals</td>
</tr>
<tr>
<td>Cooling (Engine), Radiator</td>
</tr>
<tr>
<td>Mirrors</td>
</tr>
<tr>
<td>Pumps, Fuel</td>
</tr>
<tr>
<td>Pumps, Water</td>
</tr>
<tr>
<td>Hydraulics, Pump</td>
</tr>
<tr>
<td>Other Catalog Items Not Listed</td>
</tr>
<tr>
<td>Shoo Labor Rate</td>
</tr>
</tbody>
</table>
PART III: SPECIAL TERMS AND CONDITIONS

1. Non-Collusion
By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Supplier of materials, suppliers, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

2. Bid/Proposal Preparation Costs
The UDOT is not liable for any costs incurred by the offeror in bid/proposal preparation.

3. Quantity Estimates
UDOT does not guarantee to purchase any amount under the purchase/contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

4. Inspections
Goods furnished under this contract will be subject to inspection and test by UDOT at times and places determined by UDOT. If UDOT finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, UDOT may reject the goods and require Contractor to correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods with a time deemed reasonable by UDOT, UDOT may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UDOT's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
5. Non-Compete Clause
The Contractor represents its officers and employees are free to contract with UDOT and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. Contractor must disclose to the UDOT any possible conflicts in writing, before the contract is signed, and the UDOT will evaluate whether to continue with contract execution. UDOT may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the UDOT. If the UDOT elects to terminate a contract for this reason, the UDOT will supersede paragraph# 13 in Attachment A - Standard Terms and Conditions and will not provide 60-day prior notice to the Contractor.

6. Responsibility for Wages
Contractor is responsible for all applicable company wages in accordance with the Federal, UDOT and local laws and ordinances

7. Invoicing
Contractor shall submit invoices to ordering Regions:

UDOT Ogden-Region 1
166 West Southwell Street
Ogden, UT 84404

UDOT Equipment Operations- Region 2
4501 S 27DO W Box 145730
Salt Lake City, UT 84114

UDOT Orem-Region 3
658 North 1500 West
Orem, UT 84057

Cedar City-Region 4
1470 North Airport Rd
Cedar City, UP84721

Price-Region 4
940 South Carbon Ave
Price, UT 84501

Richfield- Region 4
708 South 100 West
Richfield, UT 84701
The Purchase Order or Contract number shall appear on all invoices and correspondence. Billings must be itemized identifying clearly all products or services purchased. Invoices shall be submitted in a timely manner.

In the event the UDOT is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The UDOT reserves the right to adjust incorrect invoices. UDOT will remit payment by mail or electronic commerce.

PART IV: GENERAL INSURANCE REQUIREMENTS

Insurance Requirements

Services to be provided by the Contractor under this contract are required to be covered by insurance. The Contractor shall furnish the Department a Certificate of insurance applying to this contract for each type of insurance required, to be approved by the Department, before the Contractor begins work under this contract. The following insurance shall be maintained in force until all activities, which are required by this contract or as changed by contract modification are completed and accepted by UDOT. All documentation must be submitted to the contract administrator Wendy Kemp at 4501 South 2700 West, Box 148260, Salt Lake City, UT 84119:

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the Utah Department of Transportation.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

   (1) Currently rated A- or better by A.M. Best Company; and
   (1A) The insurer must also have an A.M. Best Company financial size category rating of not less than VII.

---or---

   (2) Listed in the United States Treasury Department's current Listing of Approved (Department Circular 570), as amended

C. The Contractor shall furnish certificates of insurance, acceptable to the Utah Department of Transportation, verifying the foregoing matters concurrent with the execution hereof.
and thereafter as required.

D. In the event any work is subcontracted, the contractor shall require its subcontractor, at no cost to the Utah Department of Transportation, to secure and maintain all minimum insurance coverages required of the contractor hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the Utah Department of Transportation, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the Utah Department of Transportation.

F. All required certificates and policies shall provide that coverage there under shall not be canceled or modified without providing 30 days prior written notice to the Utah Department of Transportation in a manner approved by the Assistant Attorney General for the Utah Department of Transportation.

PART V: REQUIRED INSURANCE POLICIES

The Contractor, all its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Worker's compensation and employer's liability insurance sufficient to cover all of the Contractor's employees pursuant to Utah law. If covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
   1. Including Coverage B. Employer's Liability
   2. $100,000 limit each accident
   3. $500,000 limit per disease-policy limit
   4. $100,000 limit per disease-each employee

This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

The Utah Department of Transportation should not be an additional insured for workers' compensation insurance

B. Commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general aggregate and $2,000,000 products and completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy
and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the Utah Department of Transportation, the contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the contractor's operations under this Agreement, whether performed by the contractor themselves, and subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations.

MANDATORY USAGE REPORT REQUIREMENT:
One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both the contract manager and to salesreports@utah.gov.

After contract award, you will be provided by e-mail an Excel spreadsheet template that includes instructions, sample date and all information that must be provided.

Quarterly Report Submission
Quarterly report must coincide with the quarters in the State of Utah fiscal year as outlined below:

Quarter#1: July 1 through September 30, due annually by October 30.
Quarter #2: October 1 through December 31, due annually by January 30.
Quarter #3: January 1 through March 31, due annually by April 30.
Quarter #4: April 1 through June 30, due annually by July 30.

Bidders shall identify the name of the individual responsible for preparation of the mandatory usage reports:

Sample Reports

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Customer</th>
<th>Purchase Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Weber State University</td>
<td>$12,331.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>State of Utah Purchasing</td>
<td>$6,571.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>National Guard</td>
<td>$4,329.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Mosquito Abatement District - Salt Lake City</td>
<td>$767.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Ogden City</td>
<td>$2,134.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Utah County</td>
<td>$48,776.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Utah Transit Authority</td>
<td>$62,374.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Carbon County</td>
<td>$1,325.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Davis County School District</td>
<td>$47,212.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Water Conservancy District - Jordan Valley</td>
<td>$357.00</td>
</tr>
</tbody>
</table>
# STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT

## CONTRACT NUMBER: MA433

May 28, 2013

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Product#</th>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>State of Utah Human Services</td>
<td>$6,257.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td>Southern Utah University</td>
<td>$1,341.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Line Item Report

```
<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Product#</th>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>Sample data follows</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>Light bulbs, 45 watt</td>
<td>Box/4</td>
<td>$1.25</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>White paint, 5 gallon</td>
<td>Each</td>
<td>$17.21</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>314&quot; paint brush</td>
<td>Case/24</td>
<td>$5.24</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>Light bulbs, 100 watt</td>
<td>Case/12</td>
<td>$3.16</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>Bright white copy paper</td>
<td>Ream</td>
<td>$4.15</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>Bright white copy paper</td>
<td>Carton</td>
<td>$22.75</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>3/4&quot; paint brush</td>
<td>Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>07/01/04</td>
<td>09/30/04</td>
<td></td>
<td>White paint, 1 gallon</td>
<td>Each</td>
<td>$7.13</td>
</tr>
</tbody>
</table>
```
FINET COMMODITY CODE(S):
76027-Electrical Accessories, Heavy Equipment: Alternators, Ammeters, Coils, Distributors, Generators, Ignitions, Regulators, Starters, etc.
76059- Recycled Earth Handling, Grading, Moving and Packing Equipment and Accessories
76502-Air Conditioners, Heaters and Ventilators for Heavy Equipment
76505-Brake and Clutch Parts and Accessories for Heavy Duty Equipment (not Automotive)
76507-Cab, Body and Frame Parts for Heavy Equipment
76533- Filter: Air, Fuel, Hydraulic, Oil, etc. (for Heavy Equipment)
99836-Equipment, Heavy, Sale of Surplus and Obsolete Items
00000-Generic Code

REVISION HISTORY: