

Short Description of

Bid Waiver Form

Revised 01/2025

Total

| Goods/Services | | Cost | | | | |
|--|--|--------|------|--|--|--|
| Vendor Name | | MUNIS# | Req# | | | |
| Purchasing Officer | | Date | | | | |
| Department | | Email | | | | |
| Name | | Phone | | | | |
| *A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL* | | | | | | |
| Provide a detailed description of the goods/services intended to be purchased: | | | | | | |
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Bid Waiver Form

Revised 01/2025

| Procurement E | xception List | | | | | |
|--|----------------|--|--|--|--|--|
| ☐ Emergency Procurement | | | | | | |
| ☐ Unique and specific technical qualifications are required | | | | | | |
| A special adaptation for a special purpose is required | | | | | | |
| ☐ A unique or opportune buying condition exists | | | | | | |
| Only one vendor possesses the unique and singularly available ability to meet the Department's requirements | | | | | | |
| | | | | | | |
| Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception(s) chosen: | | | | | | |
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| Did Waisen Annuard (Fam Bernshaming Han Only) | | | | | | |
| Bid Waiver Approval (For Purchasing Use Only) | | | | | | |
| Under \$45,000 (Controller) | | | | | | |
| S45.000+ (Personnel & Finance Committee) | Date Approved: | | | | | |

PARTS AND SERVICE CONTRACT



30100 Cabot Drive. Novi MI., 48377-2965 USA 1-248-553-1232 / FAX: 1-248-553-1253

COMPANY Dane County Regionall Airport DAIFUKU AIRPORT AMERICA CORPORATION

STREET 4000 International Lane STREET 30100 Cabot Drive

CITY Novi,

PROPOSAL

CITY Madison STATE/ZIP MI 48377-2965

STATE/ZIP WI 53704-3120 **PHONE 248-553-1232**

FAX 248-553-1253

ATTENTION Scott Scherer

PHONE (608) 246-4808 **NO**. P-25-04798

EMAIL scherer.scott@msnairport.com

DATE 9/15/2025

INQUIRY/P.O.

We propose to furnish the following specified equipment:

1 each 8265-005-02-3 Matched Pair Sprocket - \$2427.00 each

1 each UK008453-01-3 Plain Bore Sprocket (consist of 8265-006-01 and 101182) \$1224.00 each

1 each 8265-007-02- 3 Keyed Sprocket \$1300.00 each

1 each C459000-3 Cat Drive Chains with Dogs 4887.00 each

1300 each C300000-3 Nylon Tyred Wheels \$12.00 each

4 each E445000-3 Resilient Packer \$11.00 each

1 each C343008-3 Circuit Chain \$2062.00 each

3 Each 944071-3 Key Round End \$7.00 each

200 each 999453-3 Rubber Slats \$116.00 each

500 each 999214-3 Slat Washers \$2.00 each

1 each 101182-3 Gearbox Keyway \$131.00 each

700 each Support Slide 999245 \$5.00 each

700 each 962006 Screw \$1.00 each

Lead time is 14-16 weeks

Freight is not included and cannot be determined until order is complete and ready for shipment. Parts are manufactured in UK

1. PRICE:

U.S.\$ USD 56,096.00

2. TERMS:

Net thirty (30) days, subject to credit approval. Overdue payments shall bear interest at the rate of 1-1/2% per month or such lower maximum rate prescribed by law. This sale is subject to the commercial terms on the reverse of this proposal.

3. SHIPMENT:

F.O.B. carrier. Expected shipment after receipt of order (A.R.O.):

Rev 01/24

WG-166W $\,$, Page 1 of 3 $\,$

Note: Please reference the Daifuku proposal number, listed above, on your Purchase Order. Update your descriptions to match this proposal on future orders. The ship dates are based on material available, and/or shop workload, as of this date. Delivery dates are reviewed and updated, as needed, at the time of your order.

DAIFUKU AIRPORT AMERICA CORPORATION

| NAME | Dori Johansen | DATE | 9/15/2025 |
|-------------------------|-------------------|------|-----------|
| TITLE | Product Sales Rep | _ | |
| SIGNATURE DORI JOHANSEN | | _ | |

4. WARRANTY:

We warrant the equipment to be free from defects in material and workmanship under normal use and service and when maintained according to our written instructions. Unless otherwise specified, use or service with corrosive or abrasive chemicals or materials or in a corrosive or abrasive atmosphere or in other conditions which cause unusual wear shall not be deemed normal. There is no warranty that the equipment will be compatible with new or existing equipment or processes furnished by us or others unless otherwise specified. Our obligation under this warranty is limited to repairing at our factory or furnishing a replacement for any part, or correcting any workmanship, which is defective and with respect to which a written claim specifying the particular defect or defects shall have been delivered to us within one (1) year from time of shipment. Defective parts shall be returned to us F.O.B. our factory, and repaired or replacement parts shall be shipped by us F.O.B. our factory. No work will be done by us at the site of the installation.

By way of limitation, we warrant, for the same period applicable to our warranty of the equipment, that deliverables provided to you by us will be Year 2000 compliant as defined below. Year 2000 compliant means that deliverables correctly recognize date-related or date-dependent data within a date range of January 1, 1998 through December 31, 2030. You assume any compatibility and interface responsibility arising out of our deliverables. Any testing requirement shall consist solely of validation by code review of our created software unless otherwise agreed in writing. Remedies available to you under this warranty shall consist by way of limitation of the repair and/or replacement of any deliverable whose noncompliance is discovered now or during the warranty period.

Except as expressly stated in this Section and in PATENTS AND INTELLECTUAL PROPERTY, there are no warranties, express or implied, by operation of law or otherwise furnished under this proposal. We specifically disclaim any implied warranty of merchantability or fitness for particular purpose or arising from a course of dealing or usage of trade. We will make no allowances for repairs, alterations or other work performed unless specifically agreed to in writing. Your sole remedy for breach of warranty shall be limited to the remedies provided in this Section, in PATENTS AND INTELLECTUAL PROPERTY and, if these remedies fail in their essential purposes, in OPTION TO REFUND PURCHASE PRICE.

5. INSTALLATION AND DESIGN RESPONSIBILITY:

This proposal includes neither installation services nor system/application design responsibilities. You are responsible for field adjustments necessary for the fit of the equipment. You are also responsible for any additional guarding, warning or other safety devices required because of interface of the equipment with building structures or other equipment. Equipment furnished as a part of this proposal may neither be suitable nor compatible for use in an existing material handling system with used, rebuilt or worn equipment and/or components. System functionality, together with any existing equipment and/or components, is outside the scope of this proposal and is the responsibility of others.

6. DUTY AND TAX:

You will reimburse us for any sales or use taxes which may be payable in connection with the sale of the equipment to you.

7. CHANGES:

We reserve the right to change component vendors and to make changes in design or material which in our judgment are for improvement in the equipment and which involve no change in the contract price. No other changes shall be made other than pursuant to written order signed by you and us setting forth the details and terms and conditions thereof (including changes in the delivery schedule and in price, if any).

8. FORCE MAJEURE:

We will not be liable for delay in our performance due to occurrences and circumstances beyond our control or the control of our suppliers, including, but not limited to, labor controversies, accidents, fires, natural disasters, governmental actions, shortage of material and contract defaults.

9. PATENTS AND INTELLECTUAL PROPERTY:

With respect to proposed equipment of our manufacture or design, we undertake to save you harmless from all judgments, decrees, costs and expenses resulting from any charge of infringement of a United States patent issued prior to the date of this proposal, based upon the use or sale by you of any such proposed equipment in the form supplied by us and in the manner we recommend or in the manner in which such equipment is customarily used; provided that upon the receipt of any such charge of infringement by you, we are immediately notified in writing and are given complete control of the defense, with the right to defend, settle or make changes in such proposed equipment for the purpose of avoiding infringement; and it is mutually agreed that the obligation herein set forth is our only obligation with respect to patent infringement. We confer on you no rights or licenses to our patents, copyrights or other intellectual properties.

10. OPTION TO REFUND PURCHASE PRICE:

Notwithstanding any other provision of this proposal, if you reject the equipment or claim that it is not as warranted, then, at our sole option, we may recover the equipment and you will accept a refund of the purchase price paid by you to us as a full and complete release of any claim of liability you have against us in any way arising out of the design, manufacture, and sale of the equipment.

11. APPLICABILITY OF THESE TERMS AND CONDITIONS TO YOUR PURCHASE ORDER:

If you issue a purchase order referring to this proposal, the terms and conditions of this proposal shall apply exclusively even though there may be a conflict with or additional terms and conditions contained in your purchase order.

12. TIME AND EFFECT OF ACCEPTANCE:

This proposal expires at our option unless acceptance be received at our main office within thirty (30) days from the proposal date. Issuance of an order or acceptance of this proposal constitutes acceptance of all conditions described herein.

13. LIMITATION OF LIABILITY:

You waive any right or claim grounded in contract, tort or otherwise for incidental or consequential damages (including but not limited to loss of production or profits) resulting from or alleged to result from your purchase of the equipment specified in this proposal.

14. INDEMNITY

You indemnify us and will hold us harmless from liability for damages resulting from or expenses related to your modifications or misapplications of the equipment or breach of your obligations under INSTALLATION AND DESIGN RESPONSIBILITY.

15. ENTIRE AGREEMENT:

This proposal and your acceptance thereof (except any conflicting or additional terms contained in your acceptance and not specifically accepted by us in writing) constitutes the entire agreement between us and supersedes all prior statements, representations or agreements as to the subject of this proposal.

 From:
 Scherer, Scott

 To:
 LeGore, William

 Cc:
 Sturmer, Nathan

Subject: FW: FREIGHT DANE COUNTY AIRPORT MISC BH PARTS P-25-04798

Date: Sunday, September 28, 2025 7:01:58 AM

From: Dori Johansen djohansen@daifukuna.com **Sent:** Wednesday, September 24, 2025 10:35 AM **To:** Scherer, Scott <Scherer.Scott@msnairport.com>

Subject: FREIGHT DANE COUNTY AIRPORT MISC BH PARTS P-25-04798

This Message Is From an External Sender

This message came from outside your organization.

Scott

I can estimate freight at \$3200.00 for this shipment

Thank you
Dori Johansen | Sr. Aftermarket Parts Coordinator **DAIFUKU SERVICES AMERICA CORPORATION**(Formerly known as Jervis B. Webb Company)
300 M-75 S, Boyne City, MI 49712
(231) 348-7276 office

DAIFUKU

Automation that Inspires

Service support – support1@daifukuna.com

Urgent support Hotline – 1-877-529-3221 answered 24/7/365

Parts orders – parts1@daifukuna.com

Parts phone number – 1-877-341-1717

ID my parts - idmyparts@daifukuna.com

Training inquiries – training1@daifukuNA.com

Note – emails are monitored M-F 8:00 AM to 5:00 PM EST only

From: Scherer, Scott < Scherer.Scott@msnairport.com > Sent: Wednesday, September 17, 2025 2:09 PM

To: Dori Johansen < djohansen@daifukuna.com >

Subject: RE: DANE COUNTY AIRPORT MISC BH PARTS P-25-04798

Would you be able to confirm a accurate shipping cost or would it be more of a estimate, and would any factors with tariffs effect the final amount.

Thanks, Scott Scherer From: Dori Johansen < djohansen@daifukuna.com >

Sent: Monday, September 15, 2025 8:59 AM

To: Scherer, Scott < <u>Scherer.Scott@msnairport.com</u>>

Subject: DANE COUNTY AIRPORT MISC BH PARTS P-25-04798

Scott

Attached is our updated quote, please note the new quote number for this. If you have any questions please let me know

Thank you

Dori Johansen | Sr. Aftermarket Parts Coordinator **DAIFUKU SERVICES AMERICA CORPORATION** (Formerly known as Jervis B. Webb Company) 300 M-75 S, Boyne City, MI 49712 (231) 348-7276 office

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Note – emails are monitored M-F 8:00 AM to 5:00 PM EST only

From: Scherer, Scott < <u>Scherer.Scott@msnairport.com</u>>

Sent: Thursday, September 4, 2025 12:41 PM **To:** Dori Johansen djohansen@daifukuna.com

Subject: FW:

Hi Dori,

Looking for current pricing on the attached items so we can place an order.

Thanks Scott Scherer Dane County Airport 608/661/4808

From: Scherer, Scott < <u>Scherer.Scott@msnairport.com</u>>

Sent: Thursday, September 4, 2025 11:35 AM

To: Scherer, Scott < <u>Scherer.Scott@msnairport.com</u>>

Subject:

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