

Res 17819

Jackson County Missouri Invitation to Bid No. 3-12
Page 3 of 25

A TERM AND SUPPLY CONTRACT on CHEMICALS & FERTILIZERS FOR THE GOLF COURSE in the Park & Reozertions Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consist of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract beyond its original term for a time, not to exceed none months (no extension options), from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials MR Minimum order, if applicable Ø
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded.

CONTRACTOR'S NAME: BWT COMPANIES PHONE NO: 816-698-6503
ADDRESS: 783 JACKMAN RD, LEWIS MO, KS 66219 FAX NO: 713-859-9008
NAME OF AUTHORIZED AGENT (print or type): MARK ROONEY DATE: 1-15-12
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Sales Rep
EMAIL ADDRESS OF AUTHORIZED AGENT: Mark.Rooney@bwtcompanies.com
FEDERAL ID NO: 75-1789544 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check if Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: February 29, 2012

RECEIVED
MAR 15 2012
MARY JO SPINO
COUNTY CLERK

Res 17819

A TERM AND SUPPLY CONTRACT ON CHEMICALS & FERTILIZERS FOR THE GOLF COURSE in the Park & Recreation Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

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The parties may annually extend this Contract beyond its original term for a time, not to exceed nine months (no extension options), from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

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(Check one) Yes No Initials CA Minimum order, if applicable: _____
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CONTRACTOR'S NAME: Floratine Midwest Inc PHONE NO: 816 510 3321
ADDRESS: 202 March, Raymore, MO 64483 FAX NO: 816 331 3654
NAME OF AUTHORIZED AGENT (print or type): Paul J. Curtis DATE: 2-17-12
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: President
EMAIL ADDRESS OF AUTHORIZED AGENT: pcurtis@flor.com
FEDERAL ID NO: 161633288 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check if Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: February 29, 2012

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(Check one) Yes No Initials jes. Minimum order, if applicable \$ _____
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CONTRACTOR'S NAME: Helena Chemical Company PHONE NO: 913-441-0676
ADDRESS: 8215 Hedge Lane Terrace Shawnee, MO 66227 FAX NO: 913-441-0522
NAME OF AUTHORIZED AGENT (print or type): John Sheehy DATE: 1/19/12
SIGNATURE OF AUTHORIZED AGENT: John K. Sheehy TITLE: Sales Representative
EMAIL ADDRESS OF AUTHORIZED AGENT: jsheehy@helenachemical.com
FEDERAL ID NO: 71-0293688 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check if applicable)

JACKSON COUNTY MISSOURI BY: TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: February 29, 2012

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(Check one) Yes No Initials DW, Minimum order, if applicable \$ 300,00
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's office, signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: REINDERS, INC PHONE NO: 913.397.0080
ADDRESS: 19947 W. 162 ST OLATHE, KS 66062 FAX NO: 913.397.0085
NAME OF AUTHORIZED AGENT (print or type): DIENING WHITEHEAD DATE: 1-20-12
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: TERRITORY MANAGER
EMAIL ADDRESS OF AUTHORIZED AGENT: dwhitehead@reinders.com
FEDERAL ID NO: 39-0762349 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: February 29, 2012

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