

Request for Legislative Action

Res. #20868
Sponsor: Tony Miller
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20868
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Award']
Project/Title:
Awarding Contract for Ice Machines

Request Summary				
<p>Awarding a 14 month contract with two 12 month options to extend for the furnishing of Ice Machines for use by Various Departments to Ice Masters of Shawnee, KS under the terms and conditions of Jackson County Circuit Court Contract No. 240040-18 and existing competitively bid contract. Various County Departments require a Term and Supply Contract for the usage of Ice Machines. Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of Term and Supply Contract for the furnishing of Ice Machines for use by Various County Departments from the following existing competitively bid government contract:</p>				
<table><thead><tr><th>RECOMMENDED VENDOR</th><th>CONTRACT NUMBER</th></tr></thead><tbody><tr><td>Ice Masters</td><td>240040-18</td></tr></tbody></table>	RECOMMENDED VENDOR	CONTRACT NUMBER	Ice Masters	240040-18
RECOMMENDED VENDOR	CONTRACT NUMBER			
Ice Masters	240040-18			
<p>The Director of Finance and Purchasing recommends the approval of this contract due to a higher volume discount offered to larger entities and purchasing groups. 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 the specific purchases is subject to annual appropriations.</p>				
Estimated annual usage = \$18,000				

Contact Information			
Department:	Finance	Submitted Date:	2/2/2022
Name:	Craig A. Reich	Email:	CReich@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3265

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:	\$

Request for 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:

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: Less than \$50000	
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

Craig A. Reich at 2/2/2022 3:18:27 PM - [Submitted |]
Department Director: Bob Crutsinger at 2/2/2022 3:45:47 PM - [Returned for more information |
Returning to add additional info]
Submitter: Craig A. Reich at 2/2/2022 4:28:53 PM - [Submitted | Added estimated annual usage.]
Department Director: Bob Crutsinger at 2/2/2022 4:53:39 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/3/2022 11:18:22 AM - [Approved |]
Compliance: Katie M. Bartle at 2/3/2022 12:00:57 PM - [Approved |]
Finance (Budget): Mark Lang at 2/3/2022 12:18:12 PM - [Approved | No fiscal note on T&S contracts.]
Legal: Katherine Henry at 2/9/2022 2:07:58 PM - [Approved |]



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
 415 E. 12th Street
 Room 800
 Kansas City, MO 64106

Suzy Laughlin, CPPB
 Senior Purchasing Agent

Ph: 816-881-3782

Fax: 816-881-3226

email: suzy.laughlin@courts.mo.gov

Date April 25, 2018

Ice Masters
 6218 Melrose
 Shawnee, KS 66203

Re: Bid #240040-18

This agreement executed on April 25, 2018 by and between Circuit Court of Jackson County and Ice Masters for the contract term of May 1, 2018 thru April 30, 2021 with three (1) year optional renewals. The Scope of Service and General Conditions are in effect as stated in Bid Document.

This agreement and pricing shall be in effect May 1, 2018 to proceed with our Ice Machine rental equipment:

LOCATION	EQUIPMENT	ANNUAL FEE
Kansas City Jury Room	HOSHIZAKI – KM450MWE w/Dispenser	\$2100.00
Kansas City – 9 th Floor	HOSHIZAKI – KML250MAH w/Dispenser	\$2100.00
1315 Locust Street	MANITOWOC QY0425W w/Dispenser	\$2100.00
Independence Jury Room	HOSHIZAKI – KML451MAH w/Dispenser	\$2436.00
Independence – 3 rd Floor	HOSHIZAKI – KML450MWH w/Dispenser	\$2556.00

Suzy Laughlin, Sr. Purchasing Agent of Circuit Court will be the Court representative. All questions pertaining to the bid shall be directed to Suzy.

We thank you for accepting this agreement. We look forward to this business relationship with Ice Masters

Sincerely,

Suzy Laughlin
 Sr. Purchasing Agent / Circuit Court of Jackson County



THE CIRCUIT COURT OF JACKSON COUNTY MISSOURI
Purchasing Department Award Recommendation

To: DIRECTOR OF COURT SERVICES-GREG PASZKIEWICZ		From : SUZY LAUGHLIN	Date: 4/24/18
Bid/Quote/Contract Number: IFB #240040-18	Opening Date: 4/23/18	Commodity: ICE MACHINE RENTAL	Req: Amount of Req: Acct:
Purchasing Recommends Award To: <u>Vendor</u> <u>Amount</u> <u>Items</u> ICE MASTERS ANNUAL: FOR ALL FIVE UNITS – 11,292.00		<input type="checkbox"/> Quote <input type="checkbox"/> Informal Bid <input type="checkbox"/> Formal Bid <input type="checkbox"/> RFP	<input type="checkbox"/> Sole Source <input type="checkbox"/> Single Source <input type="checkbox"/> Brand Name <input type="checkbox"/> Emergency <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative


Purchasing Comments:
 RESPONSIBLE STEPS WERE TAKEN TO REACH OUT AND SPEAK WITH ALL VENDORS PRIOR TO BID TO OPEN FULL COMPETITION PRIOR TO BID SUBMITTALS. ICE MASTERS WAS OUR ONLY RESPONSE. IMMEDIATE DELIVERY IS AVAILABLE ON THE NEW CONTRACT BECAUSE THE EQUIPMENT IS ON-SITE – NO INTERRUPTION WILL OCCUR. PURCHASING SUGGEST THAT WE CONTINUE WITH OUR CURRENT ICE MACHINE RENTAL COMPANY ICE MASTERS UNDER THE NEW CONTRACT TERM!

<u>Vendor</u>	<u>Amount</u>	<u>Vendor</u>	<u>Amount</u>
PRECISION ICE SYSTEMS	NO RESPONSE		
SOUTHERN SERVICES	NO RESPONSE		
ALLIED REFRIGERATION	NO RESPONSE		

Provide review and Authorization: Department Please choose one. *If departments choice is other than "Accepting Bid As Recommended" please write your justification in the comment section below.*

- Accepting Bid As Recommended.
- Recommend Awarding Bid to _____
- Recommend All Bids Be Rejected
- Re-bid
- Requesting Additional Information Prior To Award
- Not Accepting Bid as Recommended

Comments:

<input type="checkbox"/>	_____	<i>Comments</i>
	Dept. Division Signature of Authorization	Date
<input checked="" type="checkbox"/>		<i>Comments</i>
	Signature of Authorization Director of Court Services <i>Required Authorization for over \$5,000.00</i>	Date 4/25/2018
<input type="checkbox"/>	_____	<i>Comments</i>
	Signature of Authorization Court Administrator Mary Marquez <i>Required Authorization of the Court Administrator for Purchases of \$25,000.00 or greater, Single Source, Emergency Purchase, Contracts,</i>	Date
<input type="checkbox"/>	_____	<i>Comments</i>
	Signature of Authorization Presiding Judge, Judge Torrence <i>Required Authorization: Single Source Contracts over \$25,000.00 only - must include the Presiding Judge Signature (With advice of the Executive Management Committee).</i>	Date

Icemaker Rental – 3/29/18
BID #240040-18

Suzy Laughlin
Subject: Ice Machine Rental

Rec'd 4-19-18

7:27 AM

CIRCUIT COURT OF JACKSON COUNTY

415 East 12th Street, 8MEast
Kansas City, Missouri 64106
PHONE (816) 881-3782 • FAX (816) 881-3226
Email: suzy.laughlin@courts.mo.gov
Date: March 29, 2018

Invitation for Bid (IFB) #240040-18

FOR
Ice Machine Rental
Contract Duration: 3- Year
Contract Renewal: (3) 1 Year Periods

Invitation For Bid Due:
Bid Due Date is Monday, APRIL 23, 2018

Suzy Laughlin will be the point of contact for any questions that might arise relating to this IFB.

BID DUE DATE: April 23, 2018 by 2:00 PM CST

Bids must be submitted no later than 2:00 PM CST on April 23, 2018 by fax, e-mail, mail or courier to the following addresses:

Fax: 816-881-3226
E-Mail: suzy.laughlin@courts.mo.gov
Circuit Court of Jackson County
Attn: Purchasing Department / Suzy Laughlin
415 East 12th Street, 8MEast
Kansas City, MO 64106

Bids received after the deadline designated shall not be considered.



Vendor Information Sheet

Vendor Name: Ice-Masters, Inc.

Vendor Address: 1218 Melrose Ln.
Shawnee, KS 66203

Fed Tax ID/SSN: 43-1265945

Contact Information

Name: Nancy Yount

Phone: 913-631-6900

Fax: 913-962-6060

Email: NYount@tresko.com

Website: www.ice-masters.com

Payment Remit to Address

Address: Same



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
415 E. 12th Street
Room 800
Kansas City, MO 64106

Suzy Laughlin, CPPB
Senior Buyer

Ph: 816-881-3782

Fax: 816-881-3226

email: suzy.laughlin@courts.mo.gov

ADDENDA No. 1

3/30/18

DESCRIPTION: Ice Machine Rental

FAILURE TO SUBMIT THE ATTACHED ADDENDUM WITH THIS IFB SHALL BE
CAUSE FOR AUTOMATIC REJECTION OF THE IFB.

Specifications have changed, all other information submitted on IFB #240040-18
remains the same.

1. Specifications have changed:

PAGE 5,

4.0 SPECIFICATIONS – Ice Cuber with Ice/Water Dispenser

4.4 Ice and Water Dispenser with 200# ice storage

Ice - Masters, Inc.

Company Name

Nancy Yount

Vendor Representative

[Signature]
Signature

Icemaker Rental – 3/29/18

BID #240040-18

5.0 Material Standards

5.1 All material or equipment furnished to the Court under this contract shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

6.0 Conditions

6.1 The Circuit Court reserves the right to cancel/change/add to this contract, or portions thereof, without penalty at any time during the specified contract term.

6.2 If any additional equipment, delivery locations or quantity need to be added or changed, the Purchasing Agent will contact vendor and the additional arrangements shall be made accordingly.

7.0 Indemnification Clause

7.1 Bidder agrees to protect, defend, indemnify and hold harmless the Court, its officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation.

7.2 Bidder further agrees to protect, defend, indemnify and hold harmless the Court from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor.

7.3 Bidders obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorney's fees incurred by the Court in enforcing and/or obtaining compliance with the provisions of this Paragraph.

7.4 Bidders shall give the Court prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the Court, and each party shall have the right to compromise and defend the same to the extent of its own interest.

8.0 Cooperative Procurement

8.1 This section is optional, it will not affect this award. If awarded the proposed contract, would you sell under the prices and terms of this contract to any municipality, county, state, governmental public utility, non-profit, hospital, educational institute, special governmental agency and non-profit corporation performing governmental functions that participates as a joint proposer in or is represented by the Mid-America Council of Public Purchasing and/or Mid-America Council in the greater Kansas City Metropolitan trade area? There shall be no obligation on the part of any member of said council to utilize this contract.

Yes No Initials JKM

9.0 Dock/Parking

9.1 The door in the Court's dock area will be locked and will have a video/audio connection to the Ground Floor Security Desk. Vendors will be granted access to the garage for the purpose of deliveries/work. The vendor will check in at the Security Desk and the Security personnel will contact the appropriate floor to verify the delivery/work. Once verified, the delivery/work will be permitted. The Court is not responsible for parking fees or tickets given by police for inappropriate parking areas or street parking where meters have expired.

10.0 Deliveries

10.1 The basic daily hours of service shall be Monday through Friday, 8:00 am to 4:30 pm. In all cases, the Vendor shall deliver at the convenience of the Court. The basic hours of service may change to meet individual site needs.


11.0 Insurance

11.1 Prior to finalizing the agreement, the Circuit Court of Jackson County may review each supplier's company coverage. Circuit Court may require certain insurance coverage prior to entering into any agreement.

SIGNATURE/AGREEMENT FORM


Vendor must submit unit cost prices and extended cost pricing prices as requested in IFB. Failure to submit unit costs exactly as requested will cause your bid on that item not to be considered. The Circuit Court will not be responsible for any incorrect unit costs submitted by the vendor.

Circuit Court of Jackson County reserves the right to request corrections, clarifications, and/or additional information pertaining to this IFB. Such information must be received in the office of the Purchasing Agent within twenty-four (24) hours immediately following notification to the bidder.

Agree Disagree 

Signature

Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this IFB.

Agree Disagree 

Signature

The bidder agrees that they have examined:

- Pricing/Payment
- Instructions to Bidder
- Term and Conditions
- Specifications
- Confidentiality Agreement

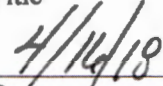
And that all prices quoted meet or exceed information provided in this IFB
And that Pricing Attachments; Renewal Options; Coop Procurement; Signature Page; Pricing Schedule; and Confidentiality Agreement has been submitted



Signature



Title



Date

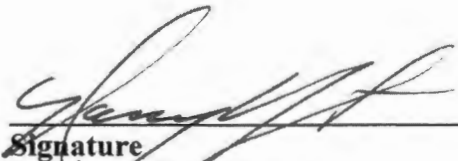


Contract #240040-18

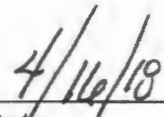
It is my understanding that information related to the above referenced contract has been provided to me on a need-to-know basis and that in accordance with the contract, all information, materials, and files reviewed in the performance of this contract shall be privileged and held confidential.

Therefore, I hereby agree not to share or discuss said information with any person(s) outside of the 16th Circuit Court without the express written consent of the 16th Circuit Court.

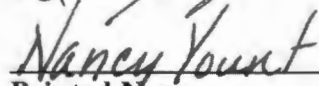
In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the Court Administrator immediately.



Signature



Date



Printed Name



Company Name

PRICING SCHEDULE
Five (5) Ice Maker Units

Location	MAKE & MODEL / Proposed	UNIT PRICE / MONTH	EXTENDED / YEAR
Jury Room/KC	Hoshizaki Cuber with dispenser & stand KML Series	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰
1315 Locust	Manitowoc Dispenser and cuber - Space Limits	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰
Jury Room Independence	Hoshizaki Cuber with dispenser and stand KML Series	\$ 203 ⁻	\$ 2,436 ⁰⁰
3 RD Floor Independence	Hoshizaki Cuber with dispenser and stand KML Series	\$ 213 ⁰⁰	\$ 2,556 ⁰⁰
9 th Floor - KC	Hoshizaki Cuber with dispenser and stand KML Series	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰

Note: Reference Page 5 for equipment description per location

Date Units are Available for Delivery Immediate - Equipment Onsite

Vendor Representative / Point of Contact

Primary Representative Name: Nancy Yount	Phone Number 913-631-6900
-------------------------------------------------------	-------------------------------------

Company Name; Jee - Masters Inc Authorized Signature 



BID CONTRACT 240040-18
RENEWAL AWARD LETTER
ICE MACHINE RENTAL

September 21, 2021

Ice Masters
Attn: Nancy Yount
6218 Melrose
Shawnee, Kansas 66203

Ms. Nancy Yount

The Jackson County Circuit Court hereby extends our option to renew Bid Contract 240040-18 for a 12-month period from May 1, 2021 through April 30, 2022 for Ice Machine Rental. All terms and conditions contained in the original agreement are incorporated into this renewal as if more fully set forth herein. This is the **first** of the possible three (3) one-year renewal periods as stated in original bid/contract.

LOCATION	EQUIPMENT	ANNUAL FEE
Kansas City Jury Room	HOSHIZAKI - KM450MWE w/Dispenser	\$2100.00
Kansas City - 9th Floor	HOSHIZAKI - KML250MAH w/Dispenser	\$2100.00
1315 Locust Street	MANITOWOC QY0425W w/Dispenser	\$2100.00
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Independence - 3rd Floor	HOSHIZAKI - KML450MWH w/Dispenser	\$2556.00

No financial obligation shall accrue against the Circuit Court until such time as delivery pursuant to purchase order is made by your Company.

Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of goods/service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

The Circuit Court Purchasing Agent, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Purchasing Agent or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Vendor shall be liable.

The Vendor shall indemnify the Circuit Court against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Vendor or Vendors' employee or subcontractor.

As a Missouri state government agency, the Court does not maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the Court relies on the State Legal Expense Fund set forth in § 105.711 RSMo, as administered by the Office of the Attorney General of the State of Missouri. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors in the performance or omission of any act

Jackson County Circuit Court
"Serving the community through the rule of law"

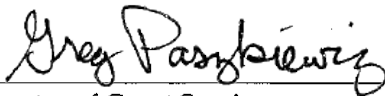
or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

The Circuit Court shall not be precluded from receiving the benefits of any insurance the Vendor may carry which provides for indemnification for any loss or damage to property in the Vendors' custody and control, where such loss or destruction is to County property. The Vendor shall do nothing to prejudice the Family Courts' right to recover against third parties for any loss, destruction or damage to County property.

I hereby do agree to renew the existing contract for the terms listed above, and as listed in the original contract #240040-18:

CIRCUIT COURT

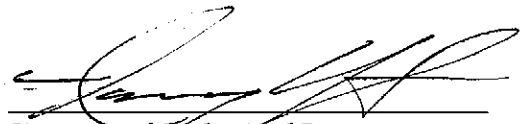
ICE MASTERS



Director of Court Services

9/29/2021

Date



Signature of Authorized Person

Nancy Yount

Printed Name

9/29/21

Date

913-631-6900

Phone Number



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
 415 E. 12th Street
 Room 800
 Kansas City, MO 64106

Suzy Laughlin, CPPB
 Senior Purchasing Agent

Ph: 816-881-3782
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This agreement and pricing shall be in effect May 1, 2018 to proceed with our Ice Machine rental equipment:

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Sincerely,

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 Sr. Purchasing Agent / Circuit Court of Jackson County



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Purchasing Department Award Recommendation

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Purchasing Recommends Award To: <u>Vendor</u> <u>Amount</u> <u>Items</u> ICE MASTERS ANNUAL: FOR ALL FIVE UNITS – 11,292.00		<input type="checkbox"/> Quote <input type="checkbox"/> Informal Bid <input type="checkbox"/> Formal Bid <input type="checkbox"/> RFP	<input type="checkbox"/> Sole Source <input type="checkbox"/> Single Source <input type="checkbox"/> Brand Name <input type="checkbox"/> Emergency <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative

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Comments:

<input type="checkbox"/>	_____	<i>Comments</i>
	Dept. Division Signature of Authorization	Date
<input checked="" type="checkbox"/>		<i>Comments</i>
	Signature of Authorization Director of Court Services <i>Required Authorization for over \$5,000.00</i>	Date 4/25/2018
<input type="checkbox"/>	_____	<i>Comments</i>
	Signature of Authorization Court Administrator Mary Marquez <i>Required Authorization of the Court Administrator for Purchases of \$25,000.00 or greater, Single Source, Emergency Purchase, Contracts,</i>	Date
<input type="checkbox"/>	_____	<i>Comments</i>
	Signature of Authorization Presiding Judge, Judge Torrence <i>Required Authorization: Single Source Contracts over \$25,000.00 only - must include the Presiding Judge Signature (With advice of the Executive Management Committee).</i>	Date

Icemaker Rental – 3/29/18
BID #240040-18

Suzy Laughlin
Subject: Ice Machine Rental

Rec'd 4-19-18

7:27 AM

CIRCUIT COURT OF JACKSON COUNTY

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Contact Information

Name: Nancy Yount

Phone: 913-631-6900

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Email: NYount@tresko.com

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Payment Remit to Address

Address: Same



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415 E. 12th Street
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Suzy Laughlin, CPPB
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Ph: 816-881-3782

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3/30/18

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CAUSE FOR AUTOMATIC REJECTION OF THE IFB.

Specifications have changed, all other information submitted on IFB #240040-18
remains the same.

1. Specifications have changed:

PAGE 5,

4.0 SPECIFICATIONS – Ice Cuber with Ice/Water Dispenser

4.4 Ice and Water Dispenser with 200# ice storage

Ice - Masters, Inc.

Company Name

Nancy Yount

Vendor Representative

[Signature]
Signature

Icemaker Rental – 3/29/18

BID #240040-18

5.0 Material Standards

5.1 All material or equipment furnished to the Court under this contract shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

6.0 Conditions

6.1 The Circuit Court reserves the right to cancel/change/add to this contract, or portions thereof, without penalty at any time during the specified contract term.

6.2 If any additional equipment, delivery locations or quantity need to be added or changed, the Purchasing Agent will contact vendor and the additional arrangements shall be made accordingly.

7.0 Indemnification Clause

7.1 Bidder agrees to protect, defend, indemnify and hold harmless the Court, its officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation.

7.2 Bidder further agrees to protect, defend, indemnify and hold harmless the Court from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor.

7.3 Bidders obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorney's fees incurred by the Court in enforcing and/or obtaining compliance with the provisions of this Paragraph.

7.4 Bidders shall give the Court prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the Court, and each party shall have the right to compromise and defend the same to the extent of its own interest.

8.0 Cooperative Procurement

8.1 This section is optional, it will not affect this award. If awarded the proposed contract, would you sell under the prices and terms of this contract to any municipality, county, state, governmental public utility, non-profit, hospital, educational institute, special governmental agency and non-profit corporation performing governmental functions that participates as a joint proposer in or is represented by the Mid-America Council of Public Purchasing and/or Mid-America Council in the greater Kansas City Metropolitan trade area? There shall be no obligation on the part of any member of said council to utilize this contract.

Yes No Initials JKM

9.0 Dock/Parking

9.1 The door in the Court's dock area will be locked and will have a video/audio connection to the Ground Floor Security Desk. Vendors will be granted access to the garage for the purpose of deliveries/work. The vendor will check in at the Security Desk and the Security personnel will contact the appropriate floor to verify the delivery/work. Once verified, the delivery/work will be permitted. The Court is not responsible for parking fees or tickets given by police for inappropriate parking areas or street parking where meters have expired.

10.0 Deliveries

10.1 The basic daily hours of service shall be Monday through Friday, 8:00 am to 4:30 pm. In all cases, the Vendor shall deliver at the convenience of the Court. The basic hours of service may change to meet individual site needs.


11.0 Insurance

11.1 Prior to finalizing the agreement, the Circuit Court of Jackson County may review each supplier's company coverage. Circuit Court may require certain insurance coverage prior to entering into any agreement.

SIGNATURE/AGREEMENT FORM


Vendor must submit unit cost prices and extended cost pricing prices as requested in IFB. Failure to submit unit costs exactly as requested will cause your bid on that item not to be considered. The Circuit Court will not be responsible for any incorrect unit costs submitted by the vendor.

Circuit Court of Jackson County reserves the right to request corrections, clarifications, and/or additional information pertaining to this IFB. Such information must be received in the office of the Purchasing Agent within twenty-four (24) hours immediately following notification to the bidder.

Agree Disagree 

Signature

Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this IFB.

Agree Disagree 

Signature

The bidder agrees that they have examined:

- Pricing/Payment
- Instructions to Bidder
- Term and Conditions
- Specifications
- Confidentiality Agreement

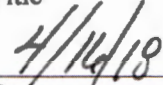
And that all prices quoted meet or exceed information provided in this IFB
And that Pricing Attachments; Renewal Options; Coop Procurement; Signature Page; Pricing Schedule; and Confidentiality Agreement has been submitted



Signature



Title



Date




Contract #240040-18

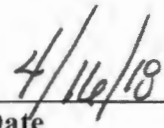
It is my understanding that information related to the above referenced contract has been provided to me on a need-to-know basis and that in accordance with the contract, all information, materials, and files reviewed in the performance of this contract shall be privileged and held confidential.

Therefore, I hereby agree not to share or discuss said information with any person(s) outside of the 16th Circuit Court without the express written consent of the 16th Circuit Court.

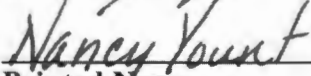
In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the Court Administrator immediately.



Signature



Date



Printed Name



Company Name

**PRICING SCHEDULE
 Five (5) Ice Maker Units**

Location	MAKE & MODEL / Proposed	UNIT PRICE / MONTH	EXTENDED / YEAR
Jury Room/KC	Hoshizaki Cuber with dispenser & stand KML Series	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰
1315 Locust	Manitowoc Dispenser and cuber - Space Limits	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰
Jury Room Independence	Hoshizaki Cuber with dispenser and stand KML Series	\$ 203 ⁻	\$ 2,436 ⁰⁰
3 RD Floor Independence	Hoshizaki Cuber with dispenser and stand KML Series	\$ 213 ⁰⁰	\$ 2,556 ⁰⁰
9 th Floor - KC	Hoshizaki Cuber with dispenser and stand KML Series	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰

Note: Reference Page 5 for equipment description per location

Date Units are Available for Delivery Immediate - Equipment Onsite

Vendor Representative / Point of Contact

Primary Representative Name: Nancy Yount	Phone Number 913-631-6900
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Company Name; Jee - Masters Inc Authorized Signature 