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Jackson County Missouri Invitation to Bid No. 52-17
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A TERM AND SUPPLY CONTRACT for Security Cameras and Servicing for use by the Department of Corrections.

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 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists 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 the County and its successor and assignees of the parties. The Contractor shall not assign this Contract to any other person or entity 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 annually beyond its original term for a time, not to exceed 36 months, 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 attempt to be compensated or receive any benefit from the profits or emoluments of this contract. If the County is awarded this contract, would the Contractor sell under the price and terms of this Contract to any person, company, public entity, hospital, or Educational institution having membership in the Mid-American Council on 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 purchase this Contract).

(Check one) Yes No Initials CS Minimum order, if applicable \$ N/A
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Midwest Digital Systems PHONE NO: 8164394979
ADDRESS: 2901 Nw Platte Rd. Riverside, Mo 644150 FAX NO: 8165278020
NAME OF AUTHORIZED AGENT (print or type): Charles Sellers DATE: 8-28-17
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: President
EMAIL ADDRESS OF AUTHORIZED AGENT: csellers@midwestdigital.com
FEDERAL ID NO: 20-5137054 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____

ACCEPTED AND ORDERED BY: [Signature] DEPARTMENT OF FINANCE AND PURCHASING
DATE: 10/12/17