

K 18928

NON-RECURRENCE SUPPLY CONTRACT for the furnishing of Vending Machine Services for use by the Various County Department.

This contract is made between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively and jointly referred to as the "Parties". The term "offer" as used herein refers to Contractor's offer made in response to the County's Invitation to Bid No. 49-15. The Parties hereby 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 the date of its execution to the 36th consecutive month from the month during which it first took effect unless it is terminated or modified as provided herein.

1. CONTRACT DOCUMENTS: (1) Contractor's offer, including those papers which Contractor submitted with its offer as indicated in its offer as a part thereof, to the extent the terms of such papers were approved or accepted by the County, or were modified in writing with the express or implied consent of the County, shall constitute an amendment to this Contract signed by the County's Purchasing Officer and constitute the entire agreement between the Parties. This Contract represents the entire agreement between the Parties and shall be governed by the terms of the Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

2. GOVERNING LAW: The State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding on the parties and shall inure to the benefit of the successor and assignees of the parties. The Contractor shall not assign or subcontract any monies payable hereunder without the prior written consent of the County. Contractor shall be responsible for the actions of its subcontractors and shall indemnify the County for loss, damage or liability which may be incurred to the extent that such results proximately from the negligence or violation of Contractor or its subcontractors.

3. WARRANTIES: Contractor warrants that the goods which are included in the sale hereunder, Contractor makes to the County the warranties set forth in Article 10 of the Uniform Commercial Code of the State of Missouri to the extent that they apply to the goods hereunder.

4. EMPLOYEE IDENTIFICATION: Contractor shall provide 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 are not employees of Contractor at the time of delivery their County Identification Cards and who were not present at the time of delivery.

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

6. EXTENSION: Contractor shall automatically extend this Contract beyond its original term for a time, not to exceed 12 months, from the last day of the original term provided that the County's consent to such an extension shall be obtained in writing. Such extension does not involve changes in the specifications, terms and conditions, or increase in price. Any price increases are provided for in said specifications, terms or conditions. Any extension of the original term has been approved by the County Legislature.

7. PAYMENT: Contractor shall pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods which are purchased 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 date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date the receiving department has received from the Contractor a correct and complete invoice showing the County's purchase Order Number(s). Payment may be withheld by the County to protect itself from actions of its subcontractors which has resulted or may result from the Contractor's non-performance of any of its duties under this Contract.

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

9. EXCLUSIVITY: If awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any other County, Public Utility, Hospital, or Educational Institution having membership in the Kansas City Metropolitan Trade Area, which is defined as the area encompassing the greater Kansas City Metropolitan Trade Area, as defined in the County's purchasing and located within the greater Kansas City Metropolitan Trade Area, then the Contractor shall be obligated to B. Destination and there shall be no obligation on the part of any member of the County to purchase from Contractor.

NO Initials: AS Minimum order, if applicable: _____
 I HEREBY CERTIFY TO BID AND EXPRESSLY MADE A PART OF THIS CONTRACT: The format of this Contract shall be as set forth in the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED BY THE VENDOR.
 NAME: ALLIED REFRESHMENT CO. INC. PHONE NO: 816-921-5359
5001 E. 27th FAX NO: 816-921-3577
KC Mo. 64127 DATE: 8-15-15
 SIGNATURE: JOHN STRADA TITLE: CO-OWNER
43-1572423 and/or SOCIAL SECURITY NO: 489-60-0139
 WOMAN OWNED (WBO): _____ (Check if Applicable)

I HEREBY ACCEPT THIS CONTRACT AS THE COUNTY'S PURCHASING OFFICER:
 SIGNATURE: [Signature] DATE: September 30, 2015