

R 19507

A TERM AND SUPPLY CONTRACT for the furnishing of **CHEMICALS & FERTILIZERS** for use by the **Operations Division of the Parks + Rec 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 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 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 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 TSW . Minimum order, if applicable \$ 2,000.00

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: GRASS PND INC. PHONE NO: 913-764-4100
ADDRESS: 425 N. Rawhide olabhe ks. 66061 FAX NO: 913-764-9200
NAME OF AUTHORIZED AGENT (print or type): Todd Lee Winkelman DATE: 12-28-2016
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Manager
EMAIL ADDRESS OF AUTHORIZED AGENT: todd@grasspnd.com
FEDERAL ID NO: 48-1010781 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE): _____

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

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: January 19, 2017

R 19507

A TERM AND SUPPLY CONTRACT for the furnishing of CHEMICALS & FERTILIZERS for use by the Operations Division of the Parks + Rec Department.

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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 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.

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

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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 _____ 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: 19942 W. 112 ST DEATHE KS 66202 FAX NO: 913.397.0085
NAME OF AUTHORIZED AGENT (print or type): Dennis Whiteford DATE: _____
SIGNATURE OF AUTHORIZED AGENT: Dennis Whiteford TITLE: TERRITORY MANAGER
EMAIL ADDRESS OF AUTHORIZED AGENT: dwhiteford@reinders.com
FEDERAL ID NO: 39-0162349 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE): _____

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

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: Jan 14 2017

R 19507

Jackson County Missouri Invitation to Bid No. 80-16

Page 2 of 28

A TERM AND SUPPLY CONTRACT for the furnishing of **CHEMICALS & FERTILIZERS** for use by the **Operations Division of the Parks + Rec Department.**

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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.

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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 NA. Minimum order, if applicable \$ NA

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: SUPREME TURF PRODUCTS INC. PHONE NO: 413 829-3611
ADDRESS: 14428 W. 161st ST. SUITE E OLATHE KS 66062 FAX NO: 413 829-3611
NAME OF AUTHORIZED AGENT (print or type): JOHN DIXON DATE: 12/21/16
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: SALES REP
EMAIL ADDRESS OF AUTHORIZED AGENT: supremeturfkc@sbcglobal.net
FEDERAL ID NO: 43-1298580 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE): _____

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

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: Jan 14, 2017

R19507

Jackson County Missouri Invitation to Bid No. 80-16
Page 2 of 28

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(Check one) Yes No Initials JKS. Minimum order, if applicable \$ NA.

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: Helena's Chemical Company PHONE NO: 913-441-0676
ADDRESS: 8215 Hodge Lane Terrell Shawnee, KS 66227 FAX NO: 913-441-0522
NAME OF AUTHORIZED AGENT (print or type): John Sheehan DATE: January 2, 2017
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Sales Representative
EMAIL ADDRESS OF AUTHORIZED AGENT: sheehan@helenachemical.com
FEDERAL ID NO: 71-0293689 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): MINORITY BUSINESS ENTERPRISE (MBE):
WOMAN OWNED (WBE):

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

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: June 14, 2017

R 19507

Jackson County Missouri Invitation to Bid No. 80-16
Page 2 of 28

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(Check one) Yes No Initials . Minimum order, if applicable \$. 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: CWC CHEMICAL, INC. PHONE NO: 540992-5766
ADDRESS: 214 Summit Dr. Cloverdale, MO 64027 FAX NO: 540-992-5601
NAME OF AUTHORIZED AGENT (print or type): H.E. Gary Simpson DATE: 11/6/17
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: President
EMAIL ADDRESS OF AUTHORIZED AGENT: LSHARPE@CWC-CHEMICAL.COM
FEDERAL ID NO: 54-128-6614 and/or SOCIAL SECURITY NO:
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): MINORITY BUSINESS ENTERPRISE (MBE):
WOMAN OWNED (WBE):

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

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: January 14, 2019

R 19507

Jackson County Missouri Invitation to Bid No. 80-16
Page 2 of 28

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(Check one) Yes No Initials MM. Minimum order, if applicable \$ N/A. 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 SiteOne Landscape Supply and the name of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Bids @ 1385 East 36th Street PHONE NO: 216 706-9250 ext. 2550
ADDRESS: DEPT @ Cleveland, Ohio 44114 FAX NO: 248-581-1433
NAME OF AUTHORIZED AGENT (print or type): Molly Voraus DATE: 1-6-17
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Senior Bids Rep.
EMAIL ADDRESS OF AUTHORIZED AGENT: bids@SiteOne.com
FEDERAL ID NO: 36-4485550 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE): _____

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

SIGNATURE OF Q. TROY THOMAS: _____ DATE: _____