

RGL
3/30/12

R 17864

A TERM AND SUPPLY CONTRACT on the HEAVY CONSTRUCTION EQUIPMENT: PARTS, MAINTENANCE, & REPAIR SERVICES for Various County Departments.

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 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 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 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 JLC 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 Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Tandem Truck Sales PHONE NO: 816-690-6600
ADDRESS: 701 SW 1st St., Oak Grove, MO 64075 FAX NO: 816-625-6168
NAME OF AUTHORIZED AGENT (print or type): John Cain DATE: _____
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Owner
EMAIL ADDRESS OF AUTHORIZED AGENT: Johnlcain47@yahoo.com
FEDERAL ID NO: 43-1531378 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: 3/29/12 RECEIVED

MAR 29 2012

MARY JO SPINO
COUNTY CLERK

R 17864

Jackson County Missouri Invitation to Bid No. 19-12
Page 2 of 24

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(Check one) Yes ___ No X Initials ____ Minimum order, if applicable \$ ____
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CONTRACTOR'S NAME: The Victor L. Phillips Company PHONE NO: 816-241-9290
ADDRESS: 4100 Gardner Avenue, Kansas City, MO 64120 FAX NO: 816-241-1738

NAME OF AUTHORIZED AGENT (print or type): _____ DATE: _____
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Corporate Product Support Manager

EMAIL ADDRESS OF AUTHORIZED AGENT: besterly@vlpc.com
FEDERAL ID NO: 44-0390945 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. [Signature] DATE: 3/29/12

RECEIVED
MAR 29 2012
MARY JO SPINO
COUNTY CLERK

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CONTRACTOR'S NAME: Summit Auto Electric PHONE NO: 816-525-3222
ADDRESS: 1313 SW Jefferson Lees Summit MO 64081 FAX NO: 816-525-8367
NAME OF AUTHORIZED AGENT (print or type): Richard Tulle DATE: 1-18-12
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Secretary
EMAIL ADDRESS OF AUTHORIZED AGENT: Summitautoelectric@SBC.net
FEDERAL ID NO: 27-0279773 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: 3/29/12

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(Check one) Yes No Initials RS Minimum order, if applicable \$ 0.00

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CONTRACTOR'S NAME: SARGENT AUTO & Diesel PHONE NO: 816-847-1075
ADDRESS: 200 NW Jefferson FAX NO: 816-847-1077
NAME OF AUTHORIZED AGENT (print or type): Russell Sargent DATE: 1-23-12
SIGNATURE OF AUTHORIZED AGENT: Russell Sargent TITLE: owner
EMAIL ADDRESS OF AUTHORIZED AGENT: sargentauto diesel @ att. net
FEDERAL ID NO: 73 1710081 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: 3/29/12

RECEIVED
MAR 29 2012
MARY JO SPINO
COUNTY CLERK

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CONTRACTOR'S NAME: OLATHE TRACTOR + EQUIP PHONE NO: 913 782 0640
ADDRESS: 19905 W 157TH OLATHE KS 66062 FAX NO: 913 782 1352
NAME OF AUTHORIZED AGENT (print or type): Donna L Ferguson DATE: 1/12/12
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Asst Mgr
EMAIL ADDRESS OF AUTHORIZED AGENT: pam.ferguson@olathetractor.com
FEDERAL ID NO: 46-0982260 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)

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CONTRACTOR'S NAME: MURPHY TRACTOR & EQUIPMENT CO. PHONE NO: 816-483-5000
ADDRESS: 8600 NE PARKWAY RD. K.C. MO. 64116 FAX NO: 816-483-5721
NAME OF AUTHORIZED AGENT (print or type): Ben Aldrich DATE: 2-6-2012
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE:
EMAIL ADDRESS OF AUTHORIZED AGENT: baldrich@murphytractor.com
FEDERAL ID NO: 48-0942178 and/or SOCIAL SECURITY NO:
SPECIFY: MINORITY OWNED (WBE): WOMAN OWNED (WBE): (Check If Applicable)

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SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: 3/29/12
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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 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.

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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 \$ 1

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: L+W Services LLC / DBA Midwest Radiation PHONE NO: 816-231-6673

ADDRESS: 3106 Johnson Rd KC MO 64127 FAX NO: 816-231-6890

NAME OF AUTHORIZED AGENT (print or type): Greg Lundgren DATE: 1/23/12

SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: President

EMAIL ADDRESS OF AUTHORIZED AGENT: info@lwmrad.com

FEDERAL ID NO: 43-1910905 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: 3/24/12

RECEIVED
MAR 29 2012
MARY JO SPINO
COUNTY CLERK

R 17864

Jackson County Missouri Invitation to Bid No. 19-12
Page 2 of 24

A TERM AND SUPPLY CONTRACT on the HEAVY CONSTRUCTION EQUIPMENT: PARTS, MAINTENANCE, & REPAIR SERVICES for Various County Departments.

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(Check one) Yes No Initials JM. 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: KC BOBCAT PHONE NO: 816-229-4006
ADDRESS: 2209 SW 40 Hwy BLUE SPRING MO 64015 FAX NO: 816-229-7631
NAME OF AUTHORIZED AGENT (print or type): PATRICK MCARTHY DATE: 1-21-12
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: OPERATIONS MANAGER
EMAIL ADDRESS OF AUTHORIZED AGENT: P.McARTHY@KCBBCAT.COM
FEDERAL ID NO: 048-0797941 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: 3/29/12

RECEIVED
MAR 29 2012

MARY JO SPINO
COUNTY CLERK

R17864

Jackson County Missouri Invitation to Bid No. 19-12
Page 2 of 24

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CONTRACTOR'S NAME: GW Van Koppel Company PHONE NO: 913-281-4800
ADDRESS: 1801 N. 9th St Kansas City, KS 66101 FAX NO: 913-281-4811
NAME OF AUTHORIZED AGENT (print or type): Troy Miller DATE: 2-6-12
SIGNATURE OF AUTHORIZED AGENT: _____ TITLE: Sr. Mgr.
EMAIL ADDRESS OF AUTHORIZED AGENT: TMiller@vankeppel.com
FEDERAL ID NO: 44-0513294 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: 3/29/12

RECEIVED
MAR 29 2012
MARY JO SPINO
COUNTY CLERK

R 17864

Jackson County Missouri Invitation to Bid No. 19-12
Page 2 of 24

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(Check one) Yes No Initials RHP. 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: KCK INTL DBA DIAMOND INTL PHONE NO: 816-455-1833
ADDRESS: 7700 NE 38th St. KC, MO 64118 FAX NO: 816-452-5895
NAME OF AUTHORIZED AGENT (print or type): KASS PETTY DATE: 2-7-12
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Parts Sales Representative
EMAIL ADDRESS OF AUTHORIZED AGENT: KASS.PETTY@diamondtrucks.com
FEDERAL ID NO: 43-1233032 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: 2/29/12

RECEIVED

MAR 29 2012

MARY JO SPINO
COUNTY CLERK

217864

Jackson County Missouri Invitation to Bid No. 19-12

Page 2 of 24

A TERM AND SUPPLY CONTRACT on the HEAVY CONSTRUCTION EQUIPMENT: PARTS, MAINTENANCE, & REPAIR SERVICES for Various County Departments.

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(Check one) Yes No Initials RF Minimum order, if applicable \$ N/A

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CONTRACTOR'S NAME: CTW Electrical Co. Inc PHONE NO: 317-881-3765
ADDRESS: 601 Source Ct Greenwood, IN 46143 FAX NO: 800-623-7134
NAME OF AUTHORIZED AGENT (print or type): Ryan Fiorenza DATE: 2/6/2012
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Sales
EMAIL ADDRESS OF AUTHORIZED AGENT: rfiorenza@ctwinc.com
FEDERAL ID NO: 35-1400031 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)

RECEIVED

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

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: 3/29/12 MAR 29 2012

MARY JO SPINO
COUNTY CLERK

Jackson County Missouri Invitation to Bid No. 19-12
Page 2 of 24

A TERM AND SUPPLY CONTRACT on the HEAVY CONSTRUCTION EQUIPMENT: PARTS, MAINTENANCE, & REPAIR SERVICES for Various County Departments.

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CONTRACTOR'S NAME: American Equipment Co PHONE NO: 913-342-1450
ADDRESS: 3250 Harvester Rd, Kansas City, KS 66115 FAX NO: 913-342-1377
NAME OF AUTHORIZED AGENT (print or type): Harry R. Volland DATE: 1/16/2012
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Parts Mgr
EMAIL ADDRESS OF AUTHORIZED AGENT: harry@americanequipment.us
FEDERAL ID NO: 43-1760393 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: 3/29/12

RECEIVED

MAR 29 2012

MARY JO SPINO
COUNTY CLERK

R17804

Jackson County Missouri Invitation to Bid No. 19-12
Page 2 of 24

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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 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 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 P.A. 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 Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: ACKLEY PRECISION WELDING PHONE NO: 816-690-7590
ADDRESS: 35603 EAST JIM DWENS ROAD, OAK GROVE MO. 64075 FAX NO: SAME
NAME OF AUTHORIZED AGENT (print or type): PAUL C. ACKLEY DATE: 1-23-2012
SIGNATURE OF AUTHORIZED AGENT: P.C. Ackley TITLE: OWNER
EMAIL ADDRESS OF AUTHORIZED AGENT: ackleywelding@comcast.net
FEDERAL ID NO: _____ and/or SOCIAL SECURITY NO: 488-84-2405

SPECIFY: MINORITY OWNED (MBE): N/A WOMAN OWNED (WBE): N/A (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING
SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: 3/29/12

RECEIVED

MAR 29 2012

MARY JO SPINO
COUNTY CLERK