Resolution 21788

A CONTRACT for the **Purchase of a New Steel Drop Deck Trailer** for the **Public Works 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/or Accounting Officer as required by SEC. 50.660 RSMo., and shall run from such date until all parties are satisfied unless it is sooner terminated as provided elsewhere herein.

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 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** _____. **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: Wick's Truck Trailers inc PHONE NO: 417-869 8500

ADDRESS: 2135 W old Rte 66 Strafford, Mo 65757 FAX NO: _____

NAME OF AUTHORIZED AGENT (print or type): Marcus Livingston DATE: 9-16-24

SIGNATURE OF AUTHORIZED AGENT: Marcus Livingston TITLE: Trailer Sales

EMAIL ADDRESS OF AUTHORIZED AGENT: Marcus@Wickstt.com

FEDERAL ID NO: 47-0781198 and/or SOCIAL SECURITY NO: _____

CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ **MINORITY BUSINESS ENTERPRISE (MBE):** _____
WOMAN OWNED (WBE): _____

* *

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: _____ DATE: 11-13-2024