

Request for Legislative Action

Res. #20748

Sponsor: Tony Miller

Date: August 30, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20748
Sponsor(s):	Tony Miller	Legislature Meeting Date:	8/30/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Requesting authorization to add a Twelve Month Option to Extend to the Twelve Month Term and Supply Contract No. 10-20 with SiteOne Landscape Supply of Cleveland, OH, Reinders, Inc of Sussex, WI and Advanced Turf Solutions of Riverside, MO for the furnishing of Golf Course Chemicals for the Parks + Rec Department.

Request Summary
Term and Supply Contract No. 10-20 for Golf Course Chemicals was bid by the Purchasing Department in March 2020 for the Parks + Rec Department and awarded to Van Diest Supply Company of Olathe, KS, SiteOne Landscape Supply of Cleveland, OH, Reinders, Inc of Sussex, WI and Advanced Turf Solutions of Riverside, MO.
During part of the extension process, it was discovered that the approved RLA/Resolution did not state the Twelve Month Option To Extend which was included and approved in the Invitation to Bid. This request is to correct this error to match the signed contract.
Currently, Van Diest Supply Company is the only awardee of the four that is not in Compliance with Jackson County and their extension offer is pending the approval of their Certificate of Compliance. Once their Certificate of Compliance has been approved, Purchasing will submit an RLA to grant the extension to Van Diest.

Contact Information			
Department:	Finance	Submitted Date:	7/14/2021
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20444	June 15, 2020

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order. 	

Request for Legislative Action

History

Keith E. Allen at 7/14/2021 4:21:13 PM - [Submitted |]
Department Director: Bob Crutsinger at 7/15/2021 12:22:13 PM - [Returned for more information | Please update per our conversations and my e-mail.]
Submitter: Keith E. Allen at 7/15/2021 3:12:07 PM - [Submitted | Per Bob Crutsinger added additional pages of the awarded contracts and changed language in title and summary.]
Department Director: Bob Crutsinger at 7/15/2021 4:03:18 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/15/2021 4:35:33 PM - [Not applicable |]
Compliance: Katie M. Bartle at 7/16/2021 11:20:41 AM - [Returned for more information | Van Diest Supply Company is not in compliance.]
Submitter: Keith E. Allen at 7/28/2021 12:05:15 PM - [Submitted | Van Diest has been removed pending Compliance approval.]
Department Director: Bob Crutsinger at 7/28/2021 3:04:04 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/28/2021 3:48:45 PM - [Approved |]
Compliance: Katie M. Bartle at 7/29/2021 9:40:36 AM - [Approved | eRLA 164]
Finance (Budget): Mary Rasmussen at 7/30/2021 8:25:46 AM - [Approved | Term & Supply; no fiscal note is required.]
Executive: Sylvya Stevenson at 7/30/2021 9:51:03 AM - [Approved |]
Legal: Elizabeth Freeland at 8/3/2021 11:43:42 AM - [Returned for more information | R 20444 is dated June 15, 2020. Please correct previous legislation. Thanks!]
Submitter: Keith E. Allen at 8/3/2021 11:56:12 AM - [Submitted |]
Department Director: Bob Crutsinger at 8/3/2021 2:15:12 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/3/2021 3:23:07 PM - [Approved |]
Compliance: Katie M. Bartle at 8/3/2021 8:06:39 PM - [Approved |]
Finance (Budget): Mark Lang at 8/4/2021 4:59:41 PM - [Approved | This term & supply contract does not require a fiscal note.]
Executive: Troy Schulte at 8/5/2021 10:37:43 AM - [Approved |]
Legal: Elizabeth Freeland at 8/11/2021 10:23:00 AM - [Returned for more information | Please double check vendor locations. Thanks!]
Submitter: Keith E. Allen at 8/11/2021 10:44:15 AM - [Submitted |]
Department Director: Bob Crutsinger at 8/11/2021 11:35:08 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/16/2021 9:01:42 AM - [Approved |]
Compliance: Jaime Guillen at 8/17/2021 10:19:12 AM - [Approved |]
Finance (Budget): Mary Rasmussen at 8/18/2021 10:45:33 AM - [Approved | Term & Supply; no fiscal note is required.]
Executive: Troy Schulte at 8/19/2021 4:45:03 PM - [Approved |]
Legal: Elizabeth Freeland at 8/26/2021 11:08:42 AM - [Approved |]



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

Resolution No. 20444

INVITATION TO BID NO. 10-20
ISSUED: March 2, 2020
PAGE 1 OF 27

Jackson County, Missouri is seeking bids for a **Twelve Month Term and Supply Contract, with 1 (one) Twelve-Month Option to Extend**, for the furnishing of **Golf Course Chemicals** for the use by **Parks + Rec.**

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 24, 2020** otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CST on **March 24, 2020**, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen. All questions must be emailed to the Buyer keallen@jacksongov.org as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.

By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for Golf Course Chemicals.

Your returned Bid **MUST** include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Page 16 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed **NON-RESPONSIVE**.

PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 3 of this Invitation to Bid.



BOB CRUTSINGER
Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT for the furnishing of Golf Course Chemicals for use by Parks + Rec.

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 parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, 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 MR Minimum order, if applicable \$ 500⁰⁰

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: Van Driest Supply Company PHONE NO: 515-832-2366
ADDRESS: PO Box 610 Webster City IA 50595-0610 FAX NO: 515-832-2955
NAME OF AUTHORIZED AGENT (print or type): Mike Kipper DATE: 3/20/2020
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Area Manager
EMAIL ADDRESS OF AUTHORIZED AGENT: mike.kipper@vds.com
FEDERAL ID NO: 42-0934178 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: _____



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

INVITATION TO BID NO. 10-20
ISSUED: March 2, 2020
PAGE 1 OF 27

Jackson County, Missouri is seeking bids for a **Twelve Month Term and Supply Contract**, with **1 (one)** Twelve-Month Option to Extend, for the furnishing of **Golf Course Chemicals** for the use by **Parks + Rec.**

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 24, 2020** otherwise your bid will be **REJECTED**. There will be a public opening of bids at **2:05pm CST on March 24, 2020**, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen. All questions must be emailed to the Buyer keallen@jacksongov.org as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.

By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for Golf Course Chemicals.

Your returned Bid **MUST** include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Page 16 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed **NON-RESPONSIVE**.

PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 3 of this Invitation to Bid.

BOB CRUTSINGER
Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT for the furnishing of Golf Course Chemicals for use by Parks + Rec.

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 parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, 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 MP Minimum order, if applicable \$ None
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: SiteOne Landscape Supply PHONE NO: 216-706-9250
ADDRESS: 1385 East 36th Street, Cleveland, OH 44115 FAX NO: 248-581-1433
NAME OF AUTHORIZED AGENT (print or type): Monique Potts DATE: _____
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Bid Representative
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 BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: [Signature] DATE: 7-8-2020



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

INVITATION TO BID NO. 10-20
ISSUED: March 2, 2020
PAGE 1 OF 27

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PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 3 of this Invitation to Bid.

BOB CRUTSINGER
Director of Finance and Purchasing

Jackson County Missouri Invitation to Bid No. 10-20
Page 2 of 27

A TERM AND SUPPLY CONTRACT for the furnishing of Golf Course Chemicals for use by Parks + Rec.

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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.

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(Check one) Yes No Initials MM. Minimum order, if applicable \$ none.
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: 800-722-3800
ADDRESS: W227N6225 Sussex Rd, Sussex, WI 53089 FAX NO: _____
NAME OF AUTHORIZED AGENT (print or type): Michael Maas DATE: 03/13/2020
SIGNATURE OF AUTHORIZED AGENT: Michael J Maas TITLE: Territory Manager
EMAIL ADDRESS OF AUTHORIZED AGENT: mmaas@reinders.com
FEDERAL ID NO: 39-0762349 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: [Signature] DATE: 7-5-2020



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

INVITATION TO BID NO. 10-20
ISSUED: March 2, 2020
PAGE 1 OF 27

Jackson County, Missouri is seeking bids for a **Twelve Month Term and Supply Contract**, with 1 (one) Twelve-Month Option to Extend, for the furnishing of **Golf Course Chemicals** for the use by **Parks + Rec.**

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 24, 2020** otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CST on March 24, 2020, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen. All questions must be emailed to the Buyer keallen@jacksongov.org as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.

By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for Golf Course Chemicals.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Page 16 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed NON-RESPONSIVE.

PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 3 of this Invitation to Bid.

BOB CRUTSINGER
Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT for the furnishing of Golf Course Chemicals for use by Parks + Rec.

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 parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, 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 _____ 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: Advanced Turf Solutions, Inc. PHONE NO: 317-842-1088
ADDRESS: 12955 Ford Drive Fishers, IN 46038 FAX NO: 317-842-1847
NAME OF AUTHORIZED AGENT (print or type): SUSAN LOGAN DATE: MARCH 9, 2020
SIGNATURE OF AUTHORIZED AGENT: Susan Logan TITLE: Bid Manager
EMAIL ADDRESS OF AUTHORIZED AGENT: slogan@advancedturf.com
FEDERAL ID NO: 35-2152001 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: [Signature] DATE: 7-5-2020