



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

Res #19263

October 5, 2016

PlayPower/USA Shade
Attn: John McMaster
878 E US Highway 60
Monett, MO 65708

Dear Mr. McMaster:

Please consider this letter as Contract Award Notification for Request for Proposal No. 25-16 **Furnishing Design, Permitting, Fabrication, Construction and Installation of Shade Canopy Structures** for the **Parks + Rec Department**, as detailed below:

Request for Proposal No. **25-16**

Commodity: **Shade Canopy Structures**

Resolution No. **19263**

Jackson County Point of Contact: **Jessica Johnson, 816-881-3465, jmjohnson@jacksongov.org**

PlayPower/USA Shade Point of Contact: **John McMaster, 913-814-7082, johnnymac1205@gmail.com**

The following required documents shall be furnished by your firm within ten (10) days after receipt of this agreement in accordance with the Request for Proposal Award Requirements:


CERTIFICATE OF INSURANCE

BUSINESS LICENSE & PERMITS

NOTE: INDICATE JACKSON COUNTY'S BID NUMBER ON ALL DOCUMENTS

The Jackson County Executive, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Executive or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Supplier and the sureties on said bond shall be liable.

JACKSON COUNTY MISSOURI



Q. Troy Thomas
Director of Finance and Purchasing

A CONTRACT for Furnishing Design, Permitting, Fabrication, Construction and Installation of Shade Canopy Structures for 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/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) This Contract; (2) The document labeled "PlayPower LT Farmington, Inc. Quote # MAH11472"; (3) Contractor's proposal, 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; (4) The County's Request for Proposal No. 25-16. In the event of a conflict among the terms of any of these documents, the terms of the document listed first in the order above shall prevail. These documents represent the entire agreement between the parties in regard to this RFP. 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 JMM 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: PLAYPOWER/USA SHADE PHONE NO: 913-814-7082
ADDRESS: 878 E. US HIGHWAY 60 MONETT, MO. 65708 FAX NO: 913-273-0132
NAME OF AUTHORIZED AGENT (print or type): JOHN McMASTER DATE: 9-20-16
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: SALUS ASSOCIATE
EMAIL ADDRESS OF AUTHORIZED AGENT: JOHNNYMAC1205@GMAIL.COM

FEDERAL ID NO: 341725366 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: September 21, 2016



JACKSON COUNTY, MISSOURI
PURCHASING DEPARTMENT
 415 EAST 12TH STREET
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-3267
 FAX: (816) 881-3268

PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

PO - 1404 - 34068

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Purchasing Order Date
10/05/2016

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 30 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

SHIP TO LONGVIEW SOFTBALL COMPLEX
 JACKSON CO. PARKS & RECREATION
 3901 S.W. LONGVIEW ROAD
 LEES SUMMIT, MO 64081

VENDOR PLAYPOWER LT FARMINGTON INC
 878 E US HWY 60
 MONETT, MO 65708

DELIVERY DATE: 11/30/2016

DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER / PHONE NUMBER		ACCOUNT CODES		REQUESTED BY		
KYLE BRACK 816-881-3265				JOHNSON DEBRA		
BID #		F.O.B.	DELIVERY	REQ #		
		DESTINATION	INSIDE DELIVERY REQUIRED	RE-321158090031747-000		
Line No.	Quantity	Unit	Item Description		Unit Price	Amount
1	0.00		ATHLETIC/RECREATION EQUIPMENT T CANTILEVER CANOPIES FOR PUBLIC BLEACHERS 24' L X 12' W WITH 2 POSTS SUPPORT SYSTEMS 300-5300-58060-999-9999-9999-16			49,457.45
2	0.00		ATHLETIC/RECREATION EQUIPMENT T CANTILEVER CANOPIES FOR PUBLIC BLEACHERS 24'LX12'W WITH 2 POSTS SUPPORT SYSTEMS 003-1608-58060-999-9999-9999-16			5,692.55
<p>This Purchase Order is issued pursuant to the Contract between vendor and the County arising from the County's acceptance of vendor's offer made in response to the County's Invitation to Bid No. 25-16. Notwithstanding anything herein contrary, this Purchase Order is subject to and shall be governed by all the terms, conditions, and stipulations contained in such Contract. Vendor shall charge prices for items bought hereunder in accord with the pricing methods established by this Contract.</p> <p>County Resolution No: 19263</p>						
					TOTAL	55,150.00

I CERTIFY THAT THERE IS A BALANCE OTHERWISE UNENCUMBERED TO THE CREDIT OF THE APPROPRIATION TO WHICH THIS REQUEST IS CHARGEABLE, AND A CASH BALANCE OTHERWISE UNENCUMBERED IN THE TREASURY TO THE CREDIT OF THE FUND FROM WHICH PAYMENT IS TO BE MADE, EACH SUFFICIENT TO MEET THE OBLIGATORY HEREBY AUTHORIZED.

Please Render Invoice To:

JACOMO ADMINISTRATION OFFICE

JACKSON CO PARKS & RECREATION
 22807 WOODS CHAPEL ROAD
 BLUE SPRINGS, MO 64015

Contact: DIANE KIMZEY
 Phone: 816-503-4825

DIRECTOR OF FINANCE / PURCHASING