

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20690
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	6/7/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Requesting authorization to increase Term and Supply Contract No. 70-17 with Pure Water Oasis of Independence, MO for the furnishing of Bottle Water Service for the Department of Corrections.

Request Summary
<p>Term and Supply Contract No. 70-17 for Bottle Water Service is an existing Jackson County contract issued by the Purchasing Department in November 2017 for use by Various County Departments. The originally estimated usage was \$20,000 and Legislative Award Process was not required.</p> <p>The increase of need by the Department of Corrections is due to Covid-19 limitations on utilizing the water fountains and the need to provide an alternative, convenient source of water for staff working on the floors. The requested increase in the amount of \$14,710.00 is for adding additional water coolers throughout the jail which would increase the estimated annual usage for the contract to \$35,000.00.</p>

Contact Information			
Department:	Finance	Submitted Date:	5/12/2021
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:			
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:

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:	Not Applicable
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 Not Applicable for following reason: Less than \$50000	
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 5/12/2021 2:13:29 PM - [Submitted |]
Department Director: Anne E. Collier at 5/20/2021 10:00:24 AM - [Approved | Pushing through again for system issues.]
Finance (Purchasing): Anne E. Collier at 5/20/2021 10:07:43 AM - [Approved | Pushing through again for system issues.]
Audit: Anne E. Collier at 5/20/2021 10:14:20 AM - [Approved | Pushing through again for system issues.]
Finance (Budget): Anne E. Collier at 5/20/2021 10:20:41 AM - [Approved | Pushing through again for system issues.]
Executive: Anne E. Collier at 5/20/2021 10:36:10 AM - [Approved | Pushing through due to system issues. Original comments are below:Department Director: Approved - Pushing back to correct status due to system issue.Finance (Purchasing): Approved Previously approved by BarbAudit: Approved - Previously approved by Katie with note - eRLA 81Finance (Budget): Approved Previously approved by Mark with comments: T&S. No fiscal note is required.]
Legal: Elizabeth Freeland at 6/2/2021 4:17:48 PM - [Approved |]



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



TO: Keith Allen, Purchasing
CC: Diana Turner, Director JCDC
FROM: Deloris Wells, Deputy Director of Administration JCDC

Deloris Wells

SUBJECT: Increase funding for water services contract – Pure Water Oasis
DATE: May 11, 2021

Mr. Allen,

We have an immediate need to add additional water coolers to each floor at the Jackson County Sheriff's Office Detention Center.

In the past staff utilized water fountains but with the COVID-19 virus, we need to provide an alternative, convenient source of water for staff working on the floors.

The annual cost (\$14,710.00) of adding the additional water coolers throughout the jail exceeds the current amount available on the contract with Pure Water Oasis. We are requesting that an RLA be done to increase the amount of the contract to include the additional \$14,710 needed.

Please let me know if you need any additional information.

Thanks, D. Wells

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for a Twenty-Four (24) Month Term & Supply Contract for the furnishing of Bottled Water Services for use by Various County Departments.
- 1.2 The Successful Contractor shall provide leasing of equipment and the delivery and retrieval of 5-gallon bottled water containers.
- 1.3 The County is seeking the use of ten (10) bottled water dispensers at various locations. The current locations in need are in the immediate downtown Kansas City area, but other County departments throughout the County may express need also throughout the life of this Contract.
- 1.4 The purchase of bottled water will be on an "as needed" basis and does not obligate the County to spend any certain or minimum Dollar amount, and is subject to available funding and Legislative approval.

2.0 BID REQUIREMENTS

- 2.1 All work performed on any resulting contract will be performed in the Greater Kansas City Metropolitan area. If bidder is not located in the Great Kansas City Metropolitan area, documentation must be submitted with your bid that detail how the work, detailed herein, will be performed. The County will solely determine whether the reasoning is sufficient or not.
- 2.2 If the bidder is not located in the Greater Kansas City metropolitan area, the bidder **must** provide detailed information with their bid on how the specifications of this Invitation to Bid will be met. Jackson County reserves the right to determine if the bidder's information on contract performance is acceptable.
- 2.3 Successful Respondents must submit manufacturer's specifications for water cooler dispensers along with the bid submission that include photographs or the proposed equipment and any applicable warranty information.

3.0 AWARD REQUIREMENTS

- 3.1 Certificate of Insurance: The Successful Contractor will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen (15) under "General Terms and Conditions" and Exhibit A included herein within Ten (10) Business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on the project.
- 3.2 W-9 Form: The Successful Contractor must provide a complete IRS W-9 Form for this contract.
- 3.3 Licenses: The Successful Bidder must provide, upon written request, evidence of current required Federal, State, Local, and Occupational Licenses.
- 3.4 For work to be performed in the Department of Corrections: The Successful Bidder must provide a valid Driver's License or State-issued ID for all employees/subcontractors before any work is to be performed in the Jackson County, Missouri Detention Center Complex. A background check will be done on Successful Bidder's employees/subcontractors working in the complex. The Successful Bidder will supply employee/subcontractors' name, race, date of birth, and social security number. Successful Bidder's employees/subcontractors with outstanding warrants will be denied access to the complex and are subject to arrest. The Successful Bidder's employees/subcontractors are subject to search while at the facility.

4.0 SPECIFICATIONS

- 4.1 This Term and Supply contract is intended to give Jackson County Using Departments the ability to lease bottled water dispensers -month contractual basis and purchase bottled water on an as-needed basis.
- 4.2 The bottled water dispensers being leased to the County must meet or exceed Pure Water Dispenser's 100 Series model. Other manufacturers will be considered if bidding other than specified; these bids must include detailed manufacturer's specifications.
 - 4.2.1 As with Pure Water Dispenser's 100 Series, the water dispensers:

- 4.2.1.2 Must be of plug-in electrical functionality
- 4.2.1.3 Must have a cold water reservoir of at least 1 gallon in size (for refrigerated water dispensers)
- 4.2.1.4 Must have a no-spill system that eliminates spills when connecting water bottle to dispenser
- 4.2.1.5 Must be a one-piece dispenser cabinet that is crack, yellowing, and fading resistant
- 4.2.1.6 Must contain a drip tray below the spigots
- 4.2.1.7 Must be equipped with either a hot and cold spigot, or a cook (room temp.) and cold spigot, depending on using department's need as stated in the section below.
- 4.2.1.8 Must be compatible with 5-gallon water bottles

Dispenser Quantity	Location for Installation and Delivery of Equipment	Equipment Description
1	Human Resources 415 E 12 th St. – 1 st Floor Kansas City, MO 64106	Cook & Cold Water Spigots
1	Legislative Offices 415 E 12 th St – 2 nd Floor Kansas City, MO 64106	Hot & Cold Water Spigots
1	Legislative Offices 201 W Lexington Ave. – Suite 201 Independence, MO 64050	Hot & Cold Water Spigots
2	Department of Corrections 1300 Cherry St. Kansas City, MO 64106	Cook & Cold Water Spigots
5	Department of Corrections 1300 Cherry St. Kansas City, MO 64106	Hot & Cold Water Spigots

- 4.3 During the term of this Contract and its extensions, the County reserves the right to add new locations and/or equipment and may also remove any locations and/or equipment.
- 4.4 Purchase Orders
 - 4.4.1 If awarded a Contract as a result of this Bid, the Successful Contractor must have a hard copy of a purchase order issued by the Jackson County Purchasing Department before providing any goods and/or services. Any work performed that is not covered by a purchase order will be at the Contractor's risk and expense. Failure to adhere to the policy may result in immediate termination of this Contract.
 - 4.4.2 Blanket Purchase Orders will be issued by the Purchasing Department as authority for using department to purchase in compliance with this Contract. This Purchase Order may be for a stated Dollar amount and will terminate when the Dollar amount shown has been used or at the expiration of the Contract, whichever is earlier.
- 4.5 Billing
 - 4.5.1 Price Increases: Prices increases on equipment and/or service will be accepted during the term of this Contractor only under the following conditions:
 - 4.5.1.1 Price increases apply to the general public.
 - 4.5.1.2 They are stated in writing with back up documentation by the Successful Contractor to the Purchasing Department.
 - 4.5.1.3 Price increases **are not permitted** through the first 12 months of this awarded Contract.
 - 4.5.2 **No fuel surcharges** are allowed during the term of this Contract or any of its extensions. The Successful Contractor will not bill Jackson County for any fuel surcharges throughout this Contract.

- 4.5.3 Payment: For prompt payment, all invoices and copies of work orders shall be sent to the department indicated on the bottom of Purchase Order received.
- 4.5.4 Purchase Orders: Supplies will be ordered against a “blanket” purchase order issued by the County’s Purchasing Department. Any purchase orders will be terminated upon the expiration of the Contract. Contractor **MUST** have a copy of a valid purchase order (blanket order) in hand prior to providing goods or services. Failure to adhere to this policy can result in the immediate termination of this Contract.

4.6 Performance

- 4.6.1 The Successful Contractor must be equipped and capable to perform the following:
 - 4.6.1.1 Fulfill service and order calls to various County departments
 - 4.6.1.2 Repair and maintain leased equipment to operational standards
 - 4.6.1.3 Provide an Account Executive point of contact
 - 4.6.1.4 Have sufficient customer service levels to assist in resolving issues
- 4.6.2 The Successful Contractor shall be responsible for any repairs or replacement of leased equipment that’s attributed to normal wear and tear or manufacturer’s defect.

4.7 Facilities

- 4.7.1 Hours of Operation: Jackson County’s standard hours of operation are 8am – 5pm, Monday through Friday, and are closed on Federal Holidays. See www.jacksongov.org for official holidays and hours.
- 4.7.2 The Successful Contractor shall coordinate with each using department regarding the installation, de-installation, delivery, retrieval, and service of leased bottle water containers and dispensers.

5.0 REQUIRED SUBMITTALS

- 5.1 The following information must be submitted with your response to this Invitation to Bid:
 - 5.1.1 Contractor’s Signature Portion
 - 5.1.2 Affidavit
 - 5.1.3 Compliance Review Form, or a copy of current Certificate of Compliance
 - 5.1.4 Statements of Contractor’s Qualifications
 - 5.1.5 Acknowledgement of Receipt of Addenda
 - 5.1.6 Bidder’s Quotation
 - 5.1.7 Bidder’s Exceptions (if any)
 - 5.1.8 Kansas City metro area statement (para 2.2, pg. 14)
 - 5.1.9 Manufacturer’s Specifications
- 5.2 All responses to this Invitation to Bid become property of the County and will not be returned.
- 5.3 Expenses incurred in the preparation and material of bid responses are sole responsibility of the Respondent

6.0 EVALUATION PROCESS

- 6.1 All bids received that are responsive to the General Conditions, Specifications, and other provision of this Invitation to Bid will be evaluated. An Evaluation Committee will evaluate responses and make recommendations for award.
- 6.2 Jackson County, Missouri shall be the sole judge of this bids submitted for this Invitation to Bid and its decision shall be final.

7.0 QUESTIONS

- 7.1 All Questions regarding this Invitation to Bid must be in writing and emailed as detailed under General Conditions, Item Number Five (5) on Page Ten (10) of this Invitation to Bid by October 17, 2017 by 5:00 PM CDT. Point of Contact for this Invitation to Bid is Kyle Brack, email address: kbrack@jacksongov.org.
- 7.2 All answers to questions will be published on the County's website in the form of Addenda.
- 7.3 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents may not contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Bidder's submission.

8.0 QUOTATION

- 8.1 The County will not pay for ancillary charges including, but not limited to, fuel, fuel surcharges, and mileage throughout the life of any resulting Contract. Any and all freight, shipping, fuel, or other similar charges not mentioned must be included in the quoted price.
- 8.2 The County will not pay monetary deposits for bottled water containers.

No.	Location	Quantity	Type of Dispenser Required	Price per Month	Leased Equipment Proposed
1	Human Resources	1	Cook & Cold	\$ 10 ⁻	CL505 Brio
2	Legislative Offices	1	Hot & Cold	\$ 10 ⁻	CBP500 Brio
3	Legislative Offices	1	Hot & Cold	\$ 10 ⁻	CBP500 Brio
4	Corrections	2	Cook & Cold	\$ 10 ⁻	CL505 Brio
5	Corrections	5	Hot & Cold	\$ 10 ⁻	CBP500 Brio

Price per Bottle of Water, Delivered (must include any delivery charges & fees) \$ 6⁹⁵

Primary Contract Person for Orders/Services

Name: Penny Curtis Phone Number: 816-254-3335

Purchase Order Email Address: mypurewateroasis@gmail.com

Company:	Pure Water Oasis Inc.
Name:	Penny Curtis
Title:	President
Signature:	<i>Penny Curtis</i>
Phone Number:	816-254-3335
Email:	mypurewateroasis@gmail.com