

Request for Legislative Action

Res. #21114

Sponsor: Theresa Cass Galvin

Date: December 5, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21114
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	12/5/2022

Introduction

Action Items: ['Award']

Project/Title:

A Resolution transferring funds and awarding a contract for the installation of scoreboards for use by the Parks + Rec Department to Athco, LLC, under the terms and conditions of invitation to bid No. 104-22, at an actual aggregate cost to the County not to exceed \$31,225.00.

Request Summary

Invitation to bid #104-22 requested bids from qualified firms to provide and install new scoreboards on the five sports fields at the Frank White, Jr. Sports Complex at Longview Lake. 1154 email notifications were sent to prospective vendors; 22 were viewed and three bids were received. Pursuant to section 1054.6 of Jackson County Chapter 10, the Director of Parks + Rec and the Director of Finance and Purchasing recommend the award to Athco, LLC.

Athco, LLC has extensive experience in the installation and maintenance of scoreboard equipment and is well qualified to perform the work. The scope of the work for the project includes removal of the existing scoreboards, installation of new scoreboards on existing beams, and electrical hook up to the existing power source.

We are requesting a transfer within the 2022 Park Enterprise Fund of \$31,225 from 300-1608-58028 (Light Poles) to 300-1608-58060 (Other Improvements) for the purchase and installation of five new scoreboards at the Frank White, Jr. Sports Complex.

Contact Information

Department:	Parks + Rec	Submitted Date:	11/10/2022
Name:	Tina Spallo	Email:	TSpallo@jacksongov.org
Title:	Superintendent of Recreation	Phone:	816-503-4872

Budget Information

Amount authorized by this legislation this fiscal year:	\$31,225
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$31,225

Request for Legislative Action

Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
300 (Park Enterprise Fund)	1608 (Construction Services)	58028 (Light Poles)	\$31,225
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
300 (Park Enterprise Fund)	1608 (Construction Services)	58060 (Other Improvements)	\$31,225

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

Request for Legislative Action

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Request for Legislative Action

Submitted by Parks + Rec requestor: Tina Spallo on 11/10/2022. Comments:

Approved by Department Approver Michele Newman on 11/10/2022 12:48:56 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 11/16/2022 9:54:22 AM. Comments: Can't open Recommendation Memo and there needs to be more detail about the other two bids received and why they weren't acceptable

Submitted by Requestor Tina Spallo on 11/16/2022 12:57:22 PM. Comments: Athco Recommendation Memo II attached with additional requested information

Approved by Department Approver Susan I. Kinnaman on 11/21/2022 2:49:16 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/21/2022 2:53:59 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/21/2022 3:01:00 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 11/22/2022 11:41:56 AM. Comments: please input the amount of this legislation on the top line of the "budget info" tab.

Submitted by Requestor Tina Spallo on 11/22/2022 11:57:50 AM. Comments:

Approved by Department Approver Susan I. Kinnaman on 11/22/2022 12:17:02 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/22/2022 12:25:02 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/22/2022 1:29:28 PM. Comments:

Approved by Budget Office Approver Mark Lang on 11/23/2022 8:52:03 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 11/23/2022 2:10:36 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 12/1/2022 9:49:41 AM. Comments:

Fiscal Note:

Funds sufficient for this transfer are available from the sources indicated below.

PC# 160822009 000

Date: November 23, 2022

RES # 21114
eRLA ID #: 729

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>300 Park Enterprise Fund</u>			
1608 Construction Services	58028 Light Poles	\$ 31,225	\$ -
1608 Construction Services	58060 Other Improvements	-	31,225
		<u>\$ 31,225</u>	<u>\$ 31,225</u>

Fiscal Note:

This expenditure was included in the Annual Budget


PC# _____

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>300 Park Enterprise Fund</u>		
1608 Construction Services	58060 Other Improvements	\$ 31,225
		<u>\$ 31,225</u>

APPROVED
By Mark Lang at 8:50 am, Nov 23, 2022

Budget Office

To: Barbara Casamento, Director of Purchasing

From: Tina Spallo, Superintendent of Recreation 

Date: November 10, 2022

Re: Vendor Recommendation - Invitation to bid No 104-22 Scoreboards

Invitation to bid no. 104-22 requested bids from qualified firms to provide and install new scoreboards on the five sports fields at the Frank White, Jr. Sports Complex at Longview Lake.

Bids were submitted with the following prices:

Athco \$31,225

Nevco \$31,096.44

Technology International \$18,800 (installation not quoted as required in bid specification)

Athco, LLC of Lenexa, KS submitted a bid for \$31,225 for the installation of five Fair-Play #BA-7109-2 Baseball/Softball Scoreboards. The quoted scoreboard is nine foot in length and will be installed on existing poles at the complex. I recommend Athco be awarded the contract as they satisfied the terms of the invitation to bid and will provide a larger scoreboard (9 feet long) than Nevco, the lowest bidder who quoted an 8-foot-long scoreboard. The total difference in the bid is \$128.56. The boards quoted by both companies are similar in style and amenities, the only difference is the length, which will allow for better viewing from a distance.

Athco, LLC has extensive experience in the installation and maintenance of scoreboard equipment and is well qualified to perform the work. The scope of the work for the project includes removal of the existing scoreboards, installation of new scoreboards on existing beams, and electrical hook up to the existing power source.

Please notify me with any questions.

To: Barbara Casamento, Director of Purchasing

From: Tina Spallo, Superintendent of Recreation

Date: November 10, 2022

RE: Vendor Recommendation – Invitation to bid No. 104-22 Scoreboards

Invitation to bid no 104-22 requested bids from qualified firms to provide and install new scoreboards on the five sports fields at the Frank White, Jr. Sports Complex at Longview Lake.

Bids were submitted by three vendors:

Athco \$31,225 Athco provided a bid satisfying the requirements of the bid document. The bid included five (9 foot) LED scoreboards, 5 wireless receivers, 5 wireless handheld controllers and 5 storage cases. The bid also includes the removal of the existing scoreboards, installation of scoreboards on the existing beams and electrical hook up to the existing power source.

Nevco \$16,596.44 Nevco provided a bid satisfying the requirements of the bid document. The bid included five (8 foot) LED scoreboards, 5 wireless receivers, 5 wireless handheld controllers and 5 storage cases. Nevco does not perform installation work. Nevco subcontracts the work to CW Electric.

CW Electric \$14,500 CW Electric will remove the existing boards and hang the five Nevco Boards on the existing beams as well as hook the boards up to the existing power source.

Total Bid \$31,096.44

Technology International \$18,800 Technology International provided a bid for 5 LED scoreboards only, which did not satisfy the requirements of the bid document. As stated on Exhibit F, installation not quoted or included, which was a minimum requirement.

Athco, LLC of Lenexa, KS submitted a bid for \$31,225 for the installation of five Fair-Play #BA-7109-2 Baseball/Softball Scoreboards. The quoted scoreboard is nine foot in length and will be installed on existing beams at the complex. I recommend Athco, LLC be awarded the contract as they satisfied the terms of the invitation to bid and will provide a larger scoreboard (9 foot) than Nevco, the lowest bidder who quoted an 8-foot-long scoreboard. The total difference in price is \$128.56. The boards quoted by both companies are similar in style and amenities, the only difference is the length, which will allow for a better viewing experience.

Athco, LLC has extensive experience in the installation and maintenance of scoreboard equipment and is well qualified to perform the work. The scope of the work for the project includes removal of the existing scoreboards, installation of new scoreboards, and electrical hook up to the existing power source.

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF SEMINOLE)

BRAD HUBBARD of the city of LAKE MARY
County of SEMINOLE State of FLORIDA being duly sworn on her or his oath, deposes and says,

1. That I am the PROCUREMENT AGENT (Title of Affiant) of TECHNOLOGY INTERNATIONAL INC (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that ~~it does~~ not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

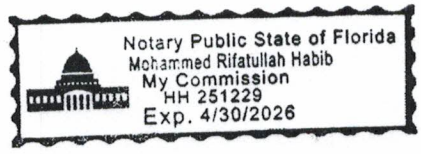
TECHNOLOGY INTERNATIONAL INC (Name of Bidder)
By BRAD HUBBARD (Signature of Affiant)
PROCUREMENT AGENT (Title of Affiant)

Subscribed and sworn to before me this 1 day of NOVEMBER, 2022

[Signature]

NOTARY PUBLIC in and for the County of SEMINOLE (SEAL)
State of FLORIDA

My Commission Expires: 9/30/26



STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street, Room G1
Kansas City, MO 64106

We, the undersigned, have declined to submit a bid in response to this Invitation to Bid for the following reasons(s):

- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain). _____

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers _____ and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

BRAD HUBBARD

Signature of Respondent

11-1-2022

Date

Technology International, Inc.

Company Name

1349 South International Pkwy, Suite 2411

Address

Lake Mary, Florida 32746

City, State, and Zip

(407) 359-2373

Phone

EXHIBIT F

**BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF**

JACKSON COUNTY, MISSOURI Invitation to Bid NO. 104-22

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Specifications of Invitation to Bid No.104-22 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	INSTALL NOT QUOTED OR INCLUDED

Name of Firm: TECHNOLOGY INTERNATIONAL INC

Signature of Bidder: BRAD HUBBARD



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
 415 E 12TH STREET, 2ND FLOOR
 KANSAS CITY, MISSOURI 64106

(816) 881-3302
 FAX (816) 881-3340
 CRO@JACKSONGOV.ORG
 WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 104-22
Bid/RFP/RFQ Title: Scoreboards
Contracting Department: Parks + Rec
Respondent: _____

I, **BRAD HUBBARD**, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0 % MBE % WBE % VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

0 % MBE % WBE % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. **Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.**

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

INTERNAL USE ONLY	
CUP RECEIVED: _____	CUP APPROVED: _____
GFE RECEIVED: _____	GFE APPROVED: _____
CUP REVISED: _____	REVISION APPROVED: _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE	
RES/ORD: _____	AMT AWARDED: _____
NOTES:	

MBE SUBCONTRACTORS

Add Additional Pages as Necessary

Description

Bidder Response

A.	MBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub A Contract Value: \$

B.	MBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub B Contract Value: \$

C.	MBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub C Contract Value: \$
		TOTAL MBE VALUE	\$

Add Additional Pages as Necessary

Description

Bidder Response

A:	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

B:	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C:	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
	TOTAL VBE VALUE	\$	

VBE SUBCONTRACTORS

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: BRAD HUBBARD

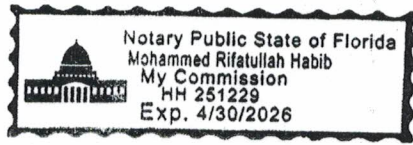
Title: PROCUREMENT AGENT **Email:** TII@TII-USA.COM

Date: 11/1/2022 **Phone:** 407-359-2373

Subscribed and sworn to before me this 1 day of NOVEMBER, 2022.

My Commission Expires: 4/30/26
M. Habib

Notary Public
(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for the purchase of Five (5) Electronic Scoreboards for use by the Parks + Rec Department.
- 1.2 The terms of this contract will be a one-time purchase.
- 1.3 Jackson County reserves the right to waive any defect in the offer of any bidder and to reject any and all offers.
- 1.4 Jackson County, Missouri reserves the right to request clarifications on any bid.

2.0 AWARD REQUIREMENTS

- 2.1 **INSURANCE AND IDEMNIFICATION:** The Successful Bidder shall indemnify, defend, and save harmless the County against all damages to person and property which may arise out of the work included in the performance of this contract, including all claims for personal injuries and property damage and all losses, costs, and attorney's fees or judgments which may arise out of any claims against the County. The Successful Bidder shall purchase and maintain as a minimum such insurance as described in Exhibit A of this Invitation to Bid. Successful Bidder shall file with the County such a Certificate of Insurance as described in Exhibit A and within the time frame specified in Exhibit A.
- 2.2 **W-9 FORM:** The Successful Bidder must provide a complete IRS W-9 Form for this contract.

3.0 SPECIFICATIONS

- 3.1 Minimum 8' x 3' x 8' Baseball/Softball LED Scoreboard
- 3.2 Amber/Red Digits, approximately 14"
- 3.3 Approximate weight, 90 lbs.
- 3.4 5 year warranty
- 3.5 Onsite delivery and installation.
- 3.6 Wireless Receiver Kit
- 3.7 Wireless Handheld Control System

4.0 REQUIRED SUBMITTALS AND SUBMISSION CRITERIA

- 4.1 The following information **MUST BE** submitted with your response to this Invitation to Bid:
 - 4.1.1 Contractor's Signature Portion
 - 4.1.2 Affidavit
 - 4.1.3 Certificate of Compliance
 - 4.1.4 Acknowledgement of Receipt of Addenda
 - 4.1.5 Pricing Sheet
 - 4.1.6 Exhibit F, Bidder's Exceptions
- 4.2 Submission of Bids: Bids must be submitted online through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Submissions by any other method will not be accepted.

5.0 EVALUATION PROCESS

- 5.1 All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated.

5.2 An Evaluation Committee, made up of Jackson County personnel, will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Invitation to Bid and its decision shall be final.

6.0 QUESTIONS

- 6.1 All questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q&A on the Invitation to Bid. All questions must be received on the Bonfire Portal by 5:00pm CDT/CST on October 25, 2022.
- 6.2 All questions will be answered via Addenda/Amendment to the Invitation to Bid on the Bonfire Portal.
- 6.3 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents MAY NOT contact any other County employees regarding the matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Respondent’s submission.
- 6.4 System Support for Bidders/Respondents: Click on “Technical Support” in the Procurement Portal.

7.0 POST AWARD INFORMATION

7.1 Award information, when available, will be publicly posted in the Bonfire Portal.

8.0 QUOTATION

8.1 Quotation will be submitted via the Bonfire Portal.

Company:	Technology International, Inc.
Name:	BRAD HUBBARD
Title:	PROCUREMENT AGENT
Signature:	<i>BRAD HUBBARD</i>
Phone Number:	(407) 359-2373
Email:	tii@tii-usa.com

A CONTRACT for Furnishing Scoreboards 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) 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 BH 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: TECHNOLOGY INTERNATIONAL INC PHONE NO: 407-359-2373

ADDRESS: 1349 S INTERNATIONAL PKWY, SUITE 2411 LAKE MARY, FL 32746 FAX NO: _____

NAME OF AUTHORIZED AGENT (print or type): BRAD HUBBARD DATE: 11/1/2022

SIGNATURE OF AUTHORIZED AGENT: BRAD HUBBARD TITLE: PROCUREMENT AGENT

EMAIL ADDRESS OF AUTHORIZED AGENT: _____ TII@TII-USA.COM

FEDERAL ID NO: 650342335 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: _____

AGREEMENT FOR THE PURCHASE AND SALE OF GOODS

This Agreement for the Purchase and Sale of Goods (“Agreement”) is made effective as of the date last signed by the parties (“Effective Date”), by and between Ohio University (“University”), a public university and instrumentality of the state of Ohio, located at 160 West Union Street, Suite 205, Athens, Ohio, and [INSERT SUPPLIER LEGAL ENTITY NAME], located at [INSERT SUPPLIER PRINCIPAL PLACE OF BUSINESS ADDRESS] (“Supplier”).

1. **Purchase and Sale of Goods.** University agrees to purchase from Supplier, and Supplier agrees to sell to University, the items and quantities (“Goods”) according to the payment terms, schedule and other requirements stated in this Agreement and the Scope of Work attached as Exhibit A.
2. **Term.** The term of this Agreement shall commence on the Effective Date and expire upon delivery of Goods and completion of all performance contemplated herein, unless earlier terminated or extended as provided herein.
3. **Acceptance, Confirmation and Shipping.** All Goods will be received subject to University’s inspection and approval. Payment will not constitute acceptance. All defective or non-conforming Goods will be returned pursuant to Supplier’s instruction and at Supplier’s expense and risk of loss. All Goods will be shipped to University’s designed destination(s) as F.O.B. Destination. Unless expressly stated in Exhibit A, there shall be no additional charge for packing, storage, labor, freight/cartage/delivery, insurance, duty, taxes and customs-related documentation charges. All packages, shipping units, bills of lading or shipping memorandums must be clearly marked with University’s purchase order or other identifying contract number. International INCOTERMS, if applicable, are DDP (delivered duty paid).
4. **Warranties.** Supplier represents and warrants that (i) the Goods covered by this Agreement will conform to the specifications, drawings, samples or other descriptions furnished or specified by University and will be of satisfactory material and quality production and free from defects; (ii) Goods delivered by Supplier will be free from any security interest or lien, encumbrance or claim of any third party; and (iii) all Goods sold under this Agreement do not infringe any patent, trademark, copyright or trade secret and do not constitute unfair competition. These warranties will survive inspection, acceptance, passage of title and payment by University. If any aspect of the above warranty is breached, Supplier will, upon receipt of notice from University and at Supplier’s sole cost and expense, promptly repair or replace the defective materials, workmanship, or design or pay University the costs and expenses incurred by University in conducting such repair or replacement.
5. **Invoicing/Payment.** Supplier shall provide an invoice(s) for Goods. Invoices should be sent electronically to accounts.payable@ohio.edu and must identify the Purchase Order number or similar identifying contract number in the subject line, along with Supplier’s name and invoice number. Invoices also must contain a description of the Goods delivered that matches material details of Exhibit A and other information reasonably requested by University. If necessary, hard copy invoices may be mailed to Ohio University, 1 Ohio University Drive, WUSOC 213, Athens, OH 45701. University may pay by ACH or check. Payment terms are NET30 days and will be calculated from the date Goods are delivered and accepted or the date the invoice is received, whichever is later.
6. **Contingent Upon Appropriation.** Supplier acknowledges that expenditures of University funds are contingent upon availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for payments and/or other obligations that are due, University may provide Supplier with written notice of the same and may terminate this Agreement at its option with respect to Goods not yet provided by Supplier. University will provide Supplier with evidence demonstrating the lack of appropriation.

7. **Independent Contractor.** Supplier agrees that it is an independent contractor and not an agent, partner or employee of University. Supplier acknowledges that it does not have the authority to sign agreements, notes or obligations, or to make purchases or dispose of property for or on behalf of University. Supplier's personnel are not employees or agents of University at any time for any purpose. Supplier accepts full responsibility for payment of taxes including without limitation unemployment compensation premiums, all income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by the Supplier in performance of this Agreement. Employees of Supplier who provide personal services to University are not public employees by virtue of those services and are not entitled to membership in any Ohio public pension system on that basis.

8. **Insurance.** Throughout the duration of this Agreement and for two years thereafter, Supplier shall maintain (i) comprehensive general liability insurance (or equivalent professional liability insurance) covering bodily injury and property damage that may arise from or in connection with the Services in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) workers' compensation coverage as required by Ohio law; and (iii) commercial automobile liability coverage in an amount not less than \$1,000,000. Supplier shall provide University with a certificate of insurance or equivalent evidence of such coverages. Contractor/vendor shall name Ohio University and its Board of Trustees, officers, agents and employees as additional insureds on general and automobile coverages. The requirements of this section shall survive termination and/or expiration of this Agreement.

9. **Compliance with Laws.** The parties will comply with all applicable federal, state and local laws, regulations and ordinances and University's policies (which may be found at www.ohio.edu/policy) ("Applicable Laws") that pertain to the Goods and activities contemplated by this Agreement, including but not limited to state ethics laws. All Goods provided by Supplier shall comply with all Applicable Laws. At its cost, Supplier shall obtain and maintain all licenses, certifications and permits required by Applicable Laws in order to provide the Goods and shall provide University with written evidence of the same at University's request.

10. **Federal Provisions.** The Supplier acknowledges that they have been made aware of certain provisions for non-federal entity contracts under federal awards by reviewing the following link when appropriate: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>. If uncertain whether these provisions apply to the services rendered under this Agreement, the Supplier is obliged to verify the status of services as they relate to any federal awards.

11. **Ohio Revised Code § 9.27.** The parties herein acknowledge and understand that this Agreement is subject to Ohio Revised Code § 9.27 and that nothing herein shall be interpreted in a manner that would be inconsistent with the provisions of Ohio Revised Code § 9.27.

12. **Force Majeure.** In the event either party shall be delayed or hindered or prevented in the performance of any obligations required under this Agreement by reason of strike, lockout, inability to procure labor or materials, failure of power, fire, or acts of God, terrorism, restrictive governmental laws or regulations, riots, insurrection, war, epidemic, pandemic or any other reason not within the reasonable control of either party ("Force Majeure Event"), the performance of such obligations shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of any such delay, or, at the discretion of the University, this Agreement may be terminated without further liability or obligation to either party. When either party has knowledge of any Force Majeure Event that will delay or affect its performance, such party will immediately notify the other party.

13. **Taxes.** The parties acknowledge that the Goods provided hereunder are exempt from Ohio sales tax and federal excise tax. An exemption certificate is available, upon request, from University Purchasing.

14. **Termination for Cause.** If a party commits a material breach of this Agreement, then the non-breaching party may terminate this Agreement for cause, so long as the non-breaching party first provides breaching party with a written notice of the breach and breaching party fails to cure the breach within ten business days of receipt of the notice (or, if the breach by its nature cannot reasonably be cured within ten business days, then non-breaching party may terminate if the breaching party fails to begin to cure the breach within ten business days of receipt of the notice and works diligently thereafter to cure the breach). Such termination will be without prejudice to any other rights and remedies that may be available to the non-breaching party. Supplier, upon receipt of notice of suspension or termination, shall cease work and comply with University's reasonable instructions. In the event of termination, Supplier will return to University within fifteen days any payments made by University where Supplier has not furnished the corresponding Goods.

15. **Termination for Convenience.** University may terminate this Agreement for its convenience and without cause at any time upon thirty days prior written notice to Supplier. Upon receipt of such notice of termination for convenience, Supplier will immediately cease work and follow other reasonable instructions from University. University will pay Supplier for Goods furnished before the date of termination. Termination under this section will not affect the rights or remedies of either party then-existing or that may thereafter accrue.

16. **Limitation of Liability.** IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, SUPPLIER WILL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGE TO UNIVERSITY IN FURNISHING THE GOODS, INCLUDING DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY ITS FAULT OR NEGLIGENCE.

17. **Indemnification.** Supplier will indemnify and hold harmless University, its trustees, officers, employees and agents and the State of Ohio from and against all losses, costs, damages, judgments, expenses, demands, claims (including but not limited to negligence) and liabilities of every kind and description, including attorneys' fees and court costs, arising from Supplier's performance of this Agreement, Supplier's failure to perform any portion of this Agreement, Supplier's breach of any provision of this Agreement (including but not limited to its warranty of non-infringement), and any injury, death or property damage caused by the Goods provided hereunder. Supplier's defense of any claim will be subject to the Ohio Attorney General's right to appoint counsel and approve settlements on behalf of University. Supplier agrees that notwithstanding any other terms exchanged by the parties, University will have no obligation to indemnify Supplier for any reason.

18. **Confidentiality.**

- a. "Confidential Information" is all information, in any format, legally required to be kept confidential and/or reasonably considered by a party to be confidential, sensitive and/or proprietary and that is designated by a party as confidential in writing at or within a reasonable time after disclosure. Notwithstanding the foregoing, Confidential Information is not information that (i) is or becomes publicly available absent a breach of this Agreement; (ii) was lawfully known to the receiver of the information without an obligation to maintain its confidentiality; (iii) is received from another source who can disclose it lawfully and without an obligation to maintain its confidentiality; or (iv) is independently developed. The

parties will use commercially reasonable efforts (at least as protective as efforts undertaken by a party to protect its own Confidential Information) to prevent disclosure of each other's Confidential Information to third parties. In the event of an unauthorized disclosure of Confidential Information, the party responsible for the disclosure will immediately notify the other party and will reasonably cooperate with the affected party to mitigate the disclosure and prevent further unauthorized disclosures. A party will return or destroy the other party's Confidential Information when reasonably requested to do so by that party. The parties will use any information and materials exchanged between them solely for the purposes contemplated by this Agreement.

- b. Notwithstanding the foregoing, Supplier acknowledges that University's records are subject to disclosure under the Ohio Public Records Act. Supplier acknowledges and agrees that upon request for disclosure of this Agreement and/or any other records related to the Goods described herein, University will determine in its sole discretion whether the requested records must be disclosed and, if the University determines that disclosure is required, Supplier agrees that University may disclose such records without notice to Supplier.

19. Nondiscrimination. Supplier acknowledges and agrees that Supplier does not discriminate in employment on the basis of race, color, religion, sex, age, ethnicity, national ancestry, national origin, sexual orientation, pregnancy, gender, gender identity or expression, military service or veteran status, and mental or physical disability.

20. No Findings for Recovery. Supplier warrants that it is not subject to an unresolved Finding for Recovery under Ohio Revised Code Section 9.24. Supplier agrees that if this representation is deemed to be false, this Agreement will be void ab initio, and Supplier must immediately repay all funds paid under this Agreement.

21. Use of Name. Neither party may not use the name, logos or identifying marks of the other party in any advertisement, promotional materials, press release or other public statement or on its website unless it first obtains the express written permission of the other party.

22. Choice of Law; Venue. This Agreement and any claims and disputes arising from or related to this Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Such litigation may be brought only in federal or state courts of Ohio embracing Athens County, and the parties irrevocably consent to the jurisdiction and venue of such courts. Litigation seeking monetary damages from University may be filed only in the Ohio Court of Claims.

23. Notices. All notices required or permitted to be given under this Agreement will be made to the parties at their respective addresses listed in the opening paragraph of this Agreement. Such notice will be effective on the date given when provided personally, three days after being mailed by certified mail (return receipt requested) or one day after having been delivered to a nationally-recognized express delivery service for overnight delivery. A party may reasonably amend its notice address(es) upon written notice to the other party.

24. Drug-Free Workplace. Supplier will comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and will make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- 25. Campaign Contributions.** Supplier warrants that neither Supplier nor its partners, officers, directors or shareholders, or spouses of any such person, has made contributions in excess of the limitations specified in Ohio Revised Code Section 3517.13.
- 26. No Assignment.** Supplier will not assign any right, obligation, or duty under this Agreement without the prior written consent of University.
- 27. No Third Party Beneficiaries.** Nothing in this Agreement will create any rights or benefits in persons not parties to this Agreement.
- 28. Paragraph Headings.** The paragraph headings in this Agreement are inserted only as a matter of convenience as a reference, and in no way define, limit or describe the scope or intent of this Agreement.
- 29. Non-Waiver.** No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against whom it is sought to be enforced. Failure or delay by either party to enforce any rights under this Agreement will not be construed as a waiver of such rights, and a waiver by either party of a default in one or more instances will not be construed as a continuing waiver or as a waiver in other instances.
- 30. Severability.** The provisions of this Agreement are divisible. The parties intend to comply fully with all Applicable Laws, and this Agreement will be construed consistently with all such laws. If any court holds part or all of any provision of this Agreement to be invalid, such invalidity will not affect the balance of that provision or the remaining provisions in this Agreement, which will remain in full force and effect.
- 31. Inspection / Audit.** During performance of this Agreement and for a period of seven years after its completion, Supplier will maintain auditable records in a manner consistent with generally accepted accounting procedures of all charges pertaining to this Agreement and will make such records available to University as University may reasonably require for inspection, examination, audit or related purposes. Supplier will keep separate business records for this project, including records of disbursements made and obligations incurred in the performance of this Agreement. Supplier will support these records with contracts, invoices, receipts, vouchers and other data as appropriate. All audits of Supplier by the University will be conducted in a manner that does not unreasonably interfere with the conduct of Supplier's business. If any such audit discloses a deficiency, Supplier will promptly pay to University any deficiency and, if the deficiency is material, the cost of the audit.
- 32. Absence of Sanctions.** Supplier represents that neither it nor any of its owners, officers or employees have been sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid. Supplier agrees that if it or any such individual associated with it should become the subject of an investigation relating to health care fraud, abuse or misconduct, or should be sanctioned by or excluded from participating in any federal or state health care program, including Medicare and Medicaid, it will immediately notify University of such event, and University will have the right to immediately terminate this Agreement without penalty or cost.
- 33. Access to Records.** In the event that it is determined that Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and regulations adopted pursuant thereto apply to this Agreement, the parties agree, for a period of four years after performance hereby, to make available to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, upon written request therefore, this Agreement and its or their books and records necessary to certify the nature and extent of the costs thereof. If any portion of this Agreement is

to be performed through a sub-contract with a related organization at a cost in excess of Ten Thousand Dollars (\$10,000.00) over a twelve (12) month period, such sub-contract will contain this requirement.

34. Debarment. Supplier certifies that it is not currently now nor will be during the term of this Agreement suspended or debarred by the federal government or State of Ohio from participating in federal or state funded projects.

35. Time Of The Essence. In construing provisions of this Agreement relating to delivery times, time is and shall remain of the essence.

36. Authority to Contract. Each party represents that is has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.

37. Counterparts. This Agreement may be executed in one or more counterparts, which when taken together shall constitute but a single instrument. Either party may sign this Agreement by signing and emailing or faxing the original document to the other party. Such document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

38. Entire Agreement. This Agreement (including exhibits) sets forth the entire understanding between the parties regarding the Goods and subject matter discussed herein and supersedes all prior agreements, whether oral or written. This Agreement supersedes terms that may accompany a purchase order issued by University for the Goods. Any terms provided by Supplier on its invoice or other documentation that are in addition to and/or conflict with any terms herein are void and of no effect, notwithstanding University’s acceptance of or payment for any delivery of Goods. This Agreement may not be modified or amended except by a writing signed by both parties.

OHIO UNIVERSITY

SUPPLIER

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OHIO UNIVERSITY
COUNTER-SIGNATURE (IF APPLICABLE)

Print Name: _____

Title: _____

Date: _____

Contract No. _____

EXHIBIT A
STATEMENT OF WORK

1. **Description of Goods.**
2. **Delivery Dates and Related Requirements.**
3. **Compensation.**
4. **Contact Information (if different than opening paragraph).**



Technology International, Inc.
 1349 South International Pkwy, Suite 2411
 Lake Mary, FL 32746
 Tel: (407) 359-2373
 Fax: (407) 359-2372
 E-mail: tii@tii-usa.com
 Website: www.tii-usa.com

Equipment Proposal

Title: Scoreboards for Parks Rec
Solicitation: 104-22
Agency: Jackson County, Missouri.
TII Ref: TII/MO/1122/24841
Date: 11/1/2022

In response to your quote request for Scoreboards for Parks Rec, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	5	Varsity 3314 Baseball/Softball Scoreboard	\$3,760.00	\$18,800.00
See attached data sheets				
Total.....			\$18,800.00	

Warranty: Manufacturer’s Standard Five (5) Year warranty applies.

Delivery:

- Estimated delivery is **12 Weeks** after receipt of order and approved submittal.
- Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.
- All delivery dates quoted are subject to manufacturer’s confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If Applicable)

Freight: Included to Kansas City, MO 64106

Quote Validity: 60 days.

Payment Terms: NET 30

Prompt Payment discount: 1/4 % 10 days

Technology International, Inc. Corporate data:

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The above price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,

Brad Hubbard
Procurement Agent
Technology International, Inc.



Account Name	Jackson County Parks and Recreation	Created Date	10/31/2022
Quote Number	00138480	Expiration Date	11/30/2022
Contact Name	Tina Spallo	Prepared By	Alex Brewer
Title	Superintendent of Recreation	Title	Display & Scoring Consultant
Phone	(816) 503-4872	Phone	(314) 780-4062
Email Address	tspallo@jacksongov.org	Email Address	abrewer@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Total Price
5.00	1650	Baseball/Softball LED Scoreboard with Amber/Red Digits	8'x3'x8"	USD 11,606.75
5.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit		USD 2,698.75
5.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 1,593.75
5.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"	USD 148.75

Ttl Shipping Wt (lbs)	975	Subtotal	USD 16,048.00
County	Jackson	Freight	USD 548.44
		Total	USD 16,596.44

Due to supply chain issues resulting from the pandemic, freight pricing and anticipated schedule for delivery along with performance of services are subject to change.

Additional Notes

-Tax Exempt
 -Install not included
 ***Upgraded to 7 year Warranty with no additional Charge

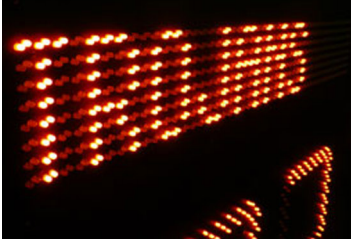
Customers who purchased items in this quote also purchased the following:

Stadium Pro Sound Series



- Stadium Pro 1000 series and Stadium Pro 2000 series available
- Custom designed for the athletic market to provide complete coverage
- Single-point sound source system located at scoreboard
- Speakers and subwoofers will deliver clear, intelligible voice and concert quality music at high decibel levels throughout your facility
- 5 Year Warranty on loudspeakers and custom designed speaker cabinet

Electronic Team Names (ETN)



- Customize the team names
- Easily changed from game to game
- Program team names using the console control
- Bright, long-lasting, energy-efficient LED
- Perfect for Multi-team Complexes or facilities that host Tournaments
- Available on most models

Message Centers



- Flexible advertising solution
- Exciting in-game animations
- Display additional stats and player info
- Long-lasting LED technology
- Full color and monochrome (red or amber)
- Many sizes to fit your scoreboard and venue

Extended Warranty



- Additional protection for 24 months
- Same terms as the included 5-year warranty
- Available for indoor or outdoor scoreboards
- Longest warranty available in industry

Pitch Counter Display



- Comply with league pitch count rules
- Prevent arm injury or fatigue
- Hand-held Wireless operation
- Connects with Nevco scoreboard controls
- Mounts next to new or existing scoreboard
- Multiple sizes and colors available

Pitch Timer Display



- Wireless operation
- Set any time up to 199 seconds
- Includes horn
- Track time in between pitches or innings
- Comply with NCAA regulations
- Reduce overall game time

Solar Power Kit



- Reduce installation costs
- Install "off-grid" scoreboards and accessories
- No wires, No electric bills.
- Built-in battery charge meter
- Designed for all weather conditions
- No Trenching. No boring. No overhead lines.
- Complies with NEC standards Section 690

Billing/Shipping Information

Bill To Name	Jackson County Parks and Recreation	Ship To Name	Jackson County Parks and Recreation
Bill To	Lee Summit, MO USA		

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrimms carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order Address	Nevco Sports, LLC 301 East Harris Ave Greenville, IL 62246-2151	Remit To Address	Nevco Sports, LLC P.O. Box 74758 Chicago, IL 60694-4758 800.851.4040 / 618.664.0360
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Quote Acceptance

Signature _____ Title _____
 Name _____ Date _____



Lenexa, KS 66215
13500 W. 108TH St.
913-469-5600 or 1-800-255-1102
FAX (913) 469-8134
Email: athco@athcollc.com

PROPOSAL

TO: JACKSON COUNTY PARKS & RECREATION

DATE: OCTOBER 31, 2022

RE: BID #104-22 SCOREBOARDS

We are pleased to forward the following quotation. Our terms are net 30 days and all prices are subject to acceptance within 30 days.

State Sales tax Included Not Included

We propose to furnish and deliver FOB destination (freight included).

5 EACH – FAIR-PLAY #BA-7109-2 BASEBALL / SOFTBALL SCOREBOARDS

5 EACH - WIRELESS RECEIVERS

5 EACH – MP-60 WIRELESS CONTROLS

5 EACH – CONTROL CASES

ALL THE ABOVE FOR THE SUM OF \$31,225.00
FOR INSTALLATION OF ABOVE ADD \$ INCLUDED

**REMARKS: INSTALLATION INCLUDES REMOVAL OF EXISTING SCOREBOARDS AND
INSTALLATION OF NEW SCOREBOARDS ON THE EXISTING BEAMS.
INCLUDES HOOKUP TO EXISTING POWER SOURCE.**

- **Work for installations/repairs will be done as early as our schedule allows
between the hours of 8 am- 4pm**

***** Add a 3% convenience fee for credit card payments on invoices that are \$1,000 & over.*****

**** Current "Tax Exemption Certificates" required when placing orders for materials only.****

All proposals with labor (installation/repairs) are subject to Sales Tax unless a "Project Tax Exemption Certificate" is provided when placing the order.

This proposal accepted by:

Proposed by:

Name & Title


BRAD MOHR, GENERAL MANAGER

AFFIDAVIT

STATE OF Kansas)
) SS.
COUNTY OF Johnson)

Brad Mohr
_____ of the city of Lenexa
County of Johnson State of Kansas being duly sworn on her or his oath, deposes and says,

1. That I am the General Manager (Title of Affiant) of Athco (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Athco (Name of Bidder)
By: Brad Mohr (Signature of Affiant)
General Manager (Title of Affiant)

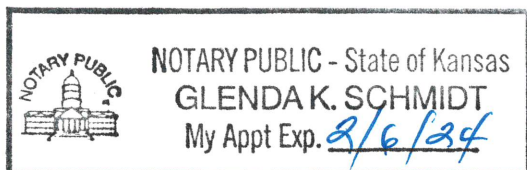
Subscribed and sworn to before me this 31st day of October, 2022

Glenda K. Schmidt

NOTARY PUBLIC in and for the County of Johnson (SEAL)

State of Kansas

My Commission Expires: 02/06/2024



ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 0 and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

Brad Mohr
Signature of Respondent

10/31/22
Date

Athco
Company Name

13500 W. 108th St.
Address

Lenexa, KS 66215
City, State, and Zip

913-469-5600
Phone

EXHIBIT F

BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF

JACKSON COUNTY, MISSOURI Invitation to Bid NO. 104-22

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Specifications of Invitation to Bid No.104-22 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
3.0 SPECIFICATION	
3.1 SIZE	MINIMUM REQUIRED IS 8' X 3'
	THE FAIR-PLAY SCOREBOARD WE ARE BIDDING IS LARGER
	THAN THE MINIMUM REQUIREMENT. OUR MODEL #BA-7109-2
	IS 9' X 4'.

Name of Firm: Athco

Signature of Bidder: 



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
 415 E 12TH STREET, 2ND FLOOR
 KANSAS CITY, MISSOURI 64106

(816) 881-3302
 FAX (816) 881-3340
 CRO@JACKSONGOV.ORG
 WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 104-22
Bid/RFP/RFQ Title: Scoreboards
Contracting Department: Parks + Rec
Respondent: _____

I, Brad Mohr, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0 % MBE % WBE % VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

0 % MBE 0 % WBE 0 % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

INTERNAL USE ONLY	
CUP RECEIVED: _____	CUP APPROVED: _____
GFE RECEIVED: _____	GFE APPROVED: _____
CUP REVISED: _____	REVISION APPROVED: _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE	
RES/ORD: _____	AMT AWARDED: _____
NOTES:	

MBE SUBCONTRACTORS

Add Additional Pages as Necessary

Description		Bidder Response	
A.	MBE Firm:	N/A	INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub A Contract Value:
			\$
B.	MBE Firm:	N/A	INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub B Contract Value:
			\$
C.	MBE Firm:	N/A	INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub C Contract Value:
			\$
		TOTAL MBE VALUE	\$

WBE SUBCONTRACTORS

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**


Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

Contact the Compliance Review Office for assistance or to request forms.

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

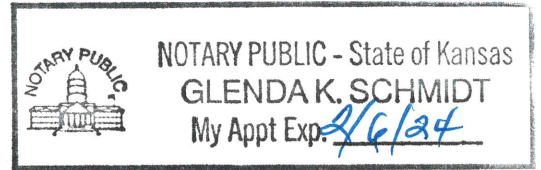
Respondent Primary Contact: Brad Mohr 
Title: General Manager Email: athco@athcollc.com
Date: 10/31/22 Phone: 913-469-5600

Subscribed and sworn to before me this 31st day of October, 2022.

My Commission Expires: 02/06/2024



Notary Public
(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for the purchase of Five (5) Electronic Scoreboards for use by the Parks + Rec Department.
- 1.2 The terms of this contract will be a one-time purchase.
- 1.3 Jackson County reserves the right to waive any defect in the offer of any bidder and to reject any and all offers.
- 1.4 Jackson County, Missouri reserves the right to request clarifications on any bid.

2.0 AWARD REQUIREMENTS

- 2.1 **INSURANCE AND IDEMNIFICATION:** The Successful Bidder shall indemnify, defend, and save harmless the County against all damages to person and property which may arise out of the work included in the performance of this contract, including all claims for personal injuries and property damage and all losses, costs, and attorney's fees or judgments which may arise out of any claims against the County. The Successful Bidder shall purchase and maintain as a minimum such insurance as described in Exhibit A of this Invitation to Bid. Successful Bidder shall file with the County such a Certificate of Insurance as described in Exhibit A and within the time frame specified in Exhibit A.
- 2.2 **W-9 FORM:** The Successful Bidder must provide a complete IRS W-9 Form for this contract.

3.0 SPECIFICATIONS

- 3.1 Minimum 8' x 3' x 8' Baseball/Softball LED Scoreboard
- 3.2 Amber/Red Digits, approximately 14"
- 3.3 Approximate weight, 90 lbs.
- 3.4 5 year warranty
- 3.5 Onsite delivery and installation.
- 3.6 Wireless Receiver Kit
- 3.7 Wireless Handheld Control System

4.0 REQUIRED SUBMITTALS AND SUBMISSION CRITERIA

- 4.1 The following information **MUST BE** submitted with your response to this Invitation to Bid:
 - 4.1.1 Contractor's Signature Portion
 - 4.1.2 Affidavit
 - 4.1.3 Certificate of Compliance
 - 4.1.4 Acknowledgement of Receipt of Addenda
 - 4.1.5 Pricing Sheet
 - 4.1.6 Exhibit F, Bidder's Exceptions
- 4.2 **Submission of Bids:** Bids must be submitted online through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Submissions by any other method will not be accepted.

5.0 EVALUATION PROCESS

- 5.1 All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated.

5.2 An Evaluation Committee, made up of Jackson County personnel, will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Invitation to Bid and its decision shall be final.

6.0 QUESTIONS


- 6.1 All questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q&A on the Invitation to Bid. All questions must be received on the Bonfire Portal by 5:00pm CDT/CST on October 25, 2022.
- 6.2 All questions will be answered via Addenda/Amendment to the Invitation to Bid on the Bonfire Portal.
- 6.3 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents MAY NOT contact any other County employees regarding the matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Respondent's submission.
- 6.4 System Support for Bidders/Respondents: Click on "Technical Support" in the Procurement Portal.

7.0 POST AWARD INFORMATION

7.1 Award information, when available, will be publicly posted in the Bonfire Portal.

8.0 QUOTATION

8.1 Quotation will be submitted via the Bonfire Portal.

Company:	Athco
Name:	Brad Mohr
Title:	General Manager
Signature:	
Phone Number:	913-469-5600
Email:	athco@athcollc.com

A CONTRACT for Furnishing Scoreboards 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) 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: Athco PHONE NO: 913-469-5600
ADDRESS: 13500 W. 108th St., Lenexa, KS 66215 FAX NO: 913-469-8134
NAME OF AUTHORIZED AGENT (print or type): Brad Mohr DATE: 10/31/2022
SIGNATURE OF AUTHORIZED AGENT:  TITLE: General Manager
EMAIL ADDRESS OF AUTHORIZED AGENT: athco@athcollc.com
FEDERAL ID NO: 43-1835690 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: _____

Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Athco, LLC
13500 W 108th St
Lenexa, KS 66215
2022 Certificate: 202220114VVC278

Issued: 2022-01-14
Expires: 2022-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org