

# PURCHASING DEPARTMENT

415 East 12<sup>th</sup> Street Kansas City, Missouri 64106

816-881-3267 Fax 816-881-3268

February 9, 2021

Goaltex Corp. Attn: Robert Grubman 146 Split Rock Rd. Syosset, NY 11791

Dear Mr. Grubman:

Please consider this letter as Contract Award Notification for a Twelve (12) Month Term & Supply Contract for the furnishing of **Inmate Clothing** for use by the **Department of Corrections** as detailed below:

Bid No: 64-20B Resolution No: 20614 Commodity: Inmate Clothing Contract Term: February 1, 2021 through January 31, 2022 Jackson County Point of Contact: Katelyn Edgar, 816-881-3292, kedgar@jacksongov.org Goaltex Corp. Point of Contact: Robert Grubman, 516-682-5775, robert@goaltex.com

The following required documents shall be furnished by your firm within ten (10) days after receipt of this agreement in accordance with the bid specifications.

#### **CERTIFICATE OF INSURANCE**

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

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

JACKSON COUNTY MISSOURI

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	FEB 1 0 2021	
-	MARY JO SPINO COUNTY CLERK	

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Bob Crutsinger Director of Finance and Purchasing

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A TERM AND SUPPLY CONTRACT for the furnishing of Inmate Clothing for use by the Department of Corrections.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including these 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 All modifications to this Contract must be in writing signed by the County's regard to this Bid Number. Purchasing Officer,

The laws of the State of Missouri and Jacknon 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 The County will not pay for any goods and/or services delivered by Contractor to any persons who did employee. not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original torm for a time, not to exceed 12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Furchasing 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 (All

Council to utilize this Contract), (Check one) Yes No Initials Minimum order, if applicables 600.00 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 Fil 100 dast

COTPERCION'S NAME: CORI-FRY LORI	PHONE NO: JO GOD	
ADDRESS: 146 Split Roy 20 Sydsat, NY 11791	FAX NO: 56-192-5718	
NAME OF AUTHORIZED AGENT (print of type), Core-Goodan	DATE: 11/10/20	
SIGNATURE OF AUTHORIZED AGENT:	man Pecsident	
EMAIL ADDRESS OF AUTHOR (200 AGENT: Rola 100001103 1000) FEDERAL ID NO: 11-366445 MUL/OT SOCIAL SECURITY		
FEDERAL ID NO: 11- 36645 MINTOR SOCIAL SECURITY	Y NO:	
CHECK IF APPLICABLE: DISADVANDAGED BUSINESS ENTERPRISE (DBE):	MINORITY BUSINESS ENTERPRISE (MBE):	
WOMAN OWNED (WBE):		
* * * * * * * * * * * * * * * * * * * *	* * * * * * * * * * * * * * * * * * * *	
JACKSON COUNTY MISSOURI BY BOB CRUTSATTER, MIRECTOR OF FINANCE AND	PURCHASING	
	19101.	
SIGNATURE OF BOB CRUTSINGER:	DATE: X-1 XUA	

SIGNATURE OF BOB CRUTSINGER:

DATE:

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- 4.26 Purchase Orders for specific items and quantities may also be issued against this Contract.
- 4.27 <u>PRICE INCREASE/DECREASE</u>: In regards to the prices quoted herein by the Successful Contractor(s): Contractor(s) may increase or decrease these prices only when the increase/decrease applies to the General Public, is stated officially IN WRITING to the County and does not exceed the suggested list prices as stated officially by the manufacturer. A price increase/decrease shall not take effect against the County until the Contractor has verified the above conditions IN WRITING to the reasonable satisfaction of the County's Purchasing Supervisor by submitting a copy of Contractor's Supplier information, name, address, telephone number and contact person. Prices MUST BE firm and fixed for a minimum of the first six (6) month period in the contract.

#### 5.0 REQUIRED SUMBITTALS

- 5.1 Manufacture's Specifications and Warranty Information on the Products being Bid.
- 5.2 The Successful Contractor's Current Catalog with price lists; if the bidder catalog is online; bidder must provide website address with bid.
- 5.3 Contractor Utilization Plan, pages 22 through 26, hereof must be filled out, signed, notarized, and submitted with your bid. Failure to include this document with your bid may RESULT IN THE REJECTION OF YOUR BID.
- 5.4 Failure to include any of the items listed above may result in the REJECTION of your bid.

#### 6.0 EVALUATION PROCESS

6.1 All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee made up of Jackson County, Missouri personnel will evaluate bids and make recommendations. Jackson County, Missouri shall be the sole judge of the bids submitted 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 the General Conditions, Item Number Five on Page 9 of this Invitation to Bid by 5:00pm CST on November 17, 2020. Point of contact for the Purchasing Department is Katelyn Edgar, email address: <u>kedgar@jacksongov.org</u>. All questions will be answered in the form of an Addenda on the Jackson County, Missouri website. Failure to follow this procedure MAY result in the REJECTION OF YOUR BID.
- 7.2 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 personnel regarding the matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact is grounds for REJECTION of Respondent's bid.

#### 8.0 QUOTATIONS

- 8.1 Quantities are estimates only for each item. The County may or may not exceed these estimates.
- 8.2 <u>ALTERNATE BIDS</u>: For items bid as alternate or not as specified samples MUST be provided. You must also provide the manufacturer's descriptive literature marked with the following information:
  - 8.2.1 Bid Number
  - 8.2.2 Bid Item Number

No.	Description	Est Qty	U/M	Price	Color Bid	Manufacturer Bid	Bid as Specifie	d?
Wom	ien's Wear				Xi _4			
4.1	Sport Bra; Sizes 32-46	75	Dozen	SND 8	2 •		YES	NO
4.2	Briefs							
	Size 6	100	Dozen	\$ 1			YES	NO
	Size 8	100	Dozen	\$			YES	NO
	Size 10	100	Dozen	\$			YES	NO
	Size 12	100	Dozen	\$ 11			YES	NO
	Size 14	20	Dozen	\$ V			YES	NO

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	Size 16	20	Dozen	\$			YES	N
	Size 20	20	Dozen	\$			YES	N
		Total for	r Sizes 4.2	\$				
.3	Night Shirt	40	Dozen	\$			YES	N
ler	n's Wear							
.4	Undershirt							
	Size Small	100	Dozen	\$			YES	N
	Size Medium	100	Dozen	\$			YES	N
	Size Large	200	Dozen	\$			YES	N
	Size X-Large	200	Dozen	\$			YES	N
	Size 2X-Large	200	Dozen	\$			YES	N
	Size 3X-Large	200	Dozen	\$			YES	N
	Size 4X-Large	100	Dozen	\$			YES	N
	Size 5X-Large	10	Dozen	\$			YES	N
	Size 6X-Large	30	Dozen	\$			YES	N
	Size 7X-Large	20	Dozen	\$			YES	N
	Size 8X-Large	10	Dozen	\$			YES	N
	Size 9X-Large	10	Dozen	\$	X	1	YES	N
	Size 10X-Large	10	Dozen	\$			YES	N
		Total fo	r Sizes 4.4	\$		·		
1.5	Under Shorts					-		
	Size 32 Small	100	Dozen	\$			YES	N
	Size 36 Medium	100	Dozen	\$			YES	N
	Size 40 Large	200	Dozen	\$			YES	N
	Size 44 X-Large	200	Dozen	\$			YES	N
	Size 48 2X-Large	200	Dozen	\$			YES	N
	Size 52 3X-Large	200	Dozen	\$			YES	N
	Size 56 4X-Large	100	Dozen	\$			YES	N
	Size 58 6X-Large	50	Dozen	\$			YES	N
	Size 7X-Large	30	Dozen	\$. /			YES	N
	Size 8X-Large	30	Dozen	\$ \/			YES	N
	Size 9X-Large	20	Dozen	\$			YES	N
	Size 10X-Large	20	Dozen	\$			YES	N
		Total fo	r Sizes 4.5	\$ Y			1.1	
Foot	twear							
4.6	Tennis Shoes, Slip-on; Mo	en						
	Size Men 7	200	Pair	\$2.98	Noin	Goattex	(YES)	N
	Size Men 8	350	Pair	\$ 2.98	Narg	Goaltex	YES	N
	Size Men 9	500	Pair	\$ 2,98	Navie	Gogitex	(YES)	N
	Size Men 10	500	Pair	\$ 2,98 \$ 2,98	Nave	Goatter	(YES)	N
	Size Men 11	500	Pair	\$ 2,98	NANG	Goaltex	(YES)	N
	Size Men 12	200	Pair	15798	Navie	Goatter	(YES)	N
	Size Men 13	200	Pair	\$ 7.98 \$ 2.98 \$ 2.98	Nave	GogHex	(YES)	N
	Size Men 14	50	Pair	\$ 2.98	Navy	Goalter	(SES)	N
	Size Men 15	50	Pair	\$2.98	Nava	Gogitex	(YES)	N
	Size Men 16	10	Pair	\$ 2.48	Norde	Goattex	(YES)	N
	Size Men 17	10	Pair	\$ NOB:0	Navip	Goaltex	(YES)	N
	Size Men 18	10	Pair	\$ 1	Ò	SOST	YES	N
	Size Men 19	10	Pair	\$ (			YES	N
	Size Men 20	10	Pair	\$ V			YES	N
	Tennis Shoes, Slip-On; W						1	-
		20	Pair	\$2.98	Navu	Goalter	YES)	N
			1 611	\$2.98 \$2.98	Nous	(SogHex	(YES)	N
	Size Women 5		Pair		1 JUUL	UNGITUK		
	Size Women 5 Size Women 6	25	Pair Pair	50 98	Alash	alla	VIC	N
	Size Women 5 Size Women 6 Size Women 7	25 40	Pair	\$2.98	NONP	Gogiter	TES	N
	Size Women 5 Size Women 6 Size Women 7 Size Women 8	25 40 40	Pair Pair	\$2.98	Nour	GogHex	(YES)	N
	Size Women 5 Size Women 6 Size Women 7	25 40	Pair	\$2.98 \$2.98 \$2.98 \$2.98 \$2.98 \$2.98	NONP			

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.7	Tennis Shoes, Velcro Closures	: Men							
	Size Men 5	10	Pair	\$ 5.4	13	white	Goartey	(YES)	NC
	Size Men 6	10	Pair	\$ 5,2		white.	Goaitex	YES	NC
	Size Men 7	25	Pair	\$54		white	Goalter	(YES)	NC
	Size Men 8	50	Pair	\$ 5,4		white	Goalter	(YES)	NC
	Size Men 9	20	Pair	\$ 5.4		white	Goalter	(YES)	NC
	Size Men 10	70	Pair	\$ 5.4		white	Gealter	(YES)	NC
	Size Men 11	50	Pair	\$ 5.4	13	white	Goalley	(YES)	NC
	Size Men 12	50	Pair	\$ 5.4		white		(YES	NO
	Size Men 13	25	Pair	\$ 5.4	12	white	Goalter	(YES)	NC
							Goaltex	(YES)	NC
	Size Men 14	10	Pair	\$ 5.4	12	white	Goalter	(YES)	
	Size Men 15	10	Pair	\$ 5.4	12	White	Goaltex	UTES/	N
	Size Men 16	12	Pair	\$ 5.4		white	Goalter	(YES)	N
	Size Men 17	12	Pair	\$ NO				YES	N
	Size Men 18	12	Pair	S NC				YES	N
	Size Men 19	12	Pair	\$ NO				YES	N
	Size Men 20	12	Pair	\$ No	Did			YES	N
0			Sizes 4.7	\$ /85	7.06	2		1 1/120	
8	Shower Shoes, Size X-Large	650	Dozen	\$				YES	N
9	Molded Shoes			<b>•</b> •	0			VEO	
	Size Men 5-6	9	Dozen	\$ NO	11.			YES	N
	Size Men 7-8	9	Dozen		1/10			YES	N
	Size Men 9-10	33	Dozen	\$				YES	N
	Size Men 11-12	33	Dozen	\$	-			YES	N
	Size Men 13-14	33	Dozen	\$				YES	N
_	Size Men 15-16	25	Dozen	\$				YES	N
10		-	Sizes 4.9	\$				1 1/120	
10	1	1300	Dozen	\$				YES	N
_	psuits & Jackets							_	-
.11	Jumpsuits – Orange Coverall	1						1 1/20	
	Size Small	250	Each	\$	-			YES	NO
	Size Medium	300	Each	\$	1			YES	N
	Size Large	500	Éach	\$				YES	N
	Size X-Large	1,000	Each	\$	1.			YES	N
	Size 2X-Large	1,000	Each	\$	1			YES	N
	Size 3X-Large	1,000	Each	\$	-			YES	N
	Size 4X-Large	1,000	Each	\$	1			YES	N
	Size 5X-Large	600	Each	\$				YES	N
	Size 6X-Large	400	Each	\$	_			YES	N
	Size 7X-Large	60	Each	\$				YES	N
	Size 8X-Large	60	Each	\$				YES	N
	Size 9X-Large	60	Each	\$				YES	N
	Size 10X-Large	60	Each	\$				YES	N
	Jumpsuits – Blue Coverall				1				
	Size Small	50	Each	\$				YES	N
	Size Medium	100	Each	\$				YES	N
	Size Large	150	Each	\$	Ī			YES	N
	Size X-Large	150	Each	\$				YES	N
	Size 2X-Large	200	Each	\$	İ			YES	N
	Size 3X-Large	100	Each	\$				YES	N
	Size 4X-Large	75	Each	\$	1			YES	N
	Size 5X-Large	50	Each	\$	1			YES	N
	Size 6X-Large	30	Each	\$	1			YES	N
	Size 7X-Large	30	Each	\$	Í			YES	N
	Size 8X-Large	30	Each	\$	1			YES	N
		1 50	Laci		U				
		25	Fach	8					
	Size 9X-Large Size 10X-Large	25	Each Each	\$ \ \$				YES YES	N

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	Size Small	100	Each	SN(P)	YES	NO
	Size Medium	100	Each	\$ 10.1	YES	NO
	Size Large	125	Each	s Did	YES	NO
	Size X-Large	125	Each	\$	YES	NO
	Size 2X-Large	300	Each	\$	YES	NO
	Size 3X-Large	300	Each	\$	YES	NO
	Size 4X-Large	200	Each	\$	YES	NO
	Size 5X-Large	100	Each	\$	YES	NO
	Size 6X-Large	40	Each	\$	YES	NO
	Size 7X-Large	20	Each	\$	YES	NO
	Size 8X-Large	20	Each	\$	YES	NO
	Size 9X-Large	10	Each	\$	YES	NO
	Size 10X-Large	10	Each	\$	YES	NO
	Jumpsuits – Khaki Coverall	1				
	Size Small	50	Each	\$	YES	NO
	Size Medium	50	Each	\$	YES	NO
	Size Large	60	Each	\$	YES	NO
	Size X-Large	100	Each	\$	YES	NO
	Size 2X-Large	125	Each	\$	YES	NO
	Size 3X-Large	125	Each	\$	YES	NO
	Size 4X-Large	100	Each	\$	YES	NO
	Size 5X-Large	50	Each	\$	YES	NO
	Size 6X-Large	20	Each	\$	YES	NO
	Size 7X-Large	10	Each	\$	YES	NO
	Size 8X-Large	10	Each	\$	YES	NO
	Size 9X-Large	10	Each	\$	YES	NO
	Size 10X-Large	10	Each	\$	YES	NO
	Total for	Sizes & C	olors 4.11	S		
4.12	Jackets					
	Size Medium	25	Each	\$	YES	NO
	Size Large	25	Each	\$ /	YES	NO
	Size X-Large	25	Each	\$ \/	YES	NO
	Size 2X-Large	30	Each	\$ V	YES	NO
		Total for S	Sizes 4.12	\$		

DATE: 11/17/2020
PHONE: 516-682-5775
CELL: 516-815-1785
FAX: 516-682-5718

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## EXHIBIT F

### BIDDER'S EXCEPTIONS TO SPECIFICATIONS OF JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 64-20

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

The following exceptions to the Specifications of Invitation to Bid No. 64-20 are requested by the undersigned Respondent: (Use additional pages as necessary.)

DEEDENCE	
REFERENCE	
PARA # & PAGE #	EXCEPTION REQUESTED
4.6, 14	largest men's Size 16
4.7, 14	largest Men's Size 16 largest men's Size 16, NO plastic loopayes Interstate Commerce is exempt from Requirement for Foreign Corporation Registration with Searchary of State, Statute 351.572
19,11	Interstate Commerce is even of from Penviron and for Forcian Composition
	Sincher Contracted is there is the provide the state of the second
	Registration with Searchary of State, Statute 351.572
Name of Firm:	OBHEY CIED
Signature of Biddek	und till