



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

INVITATION TO BID NO. 50-21
ISSUED: July 29, 2021
PAGE 1 OF 19

Jackson County, Missouri is seeking bids for a **Twelve-Month Term and Supply Contract**, with One Twelve-Month Option to Extend, for the furnishing of **Resale Fishing Supplies** for the use by the **Parks + Rec Department**.

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CDT on August 24, 2021**, otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CDT on August 24, 2021, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

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

Point of Contact for this Invitation to Bid is Katelyn Edgar. All questions must be emailed to kedgar@jacksongov.org as detailed under General Conditions, Item 5 on Page 9 of this Invitation to Bid.

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

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

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Certificate of Compliance: bidder must have a Certificate of Compliance from the Jackson County Compliance Review Office and submit the Certificate of Compliance with this bid. If you do not have a Certificate of Compliance follow the instructions on Page 4 herein to obtain the Certificate. Failure to obtain and attach a Certificate of Compliance from the Jackson County Missouri Compliance Review Office may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 5 and 6 herein, fully completed and signed; (5) Receipt of Addendum, Page 8, completed and signed; (6) the Statement of No Bid, Page 7 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 19, completed and signed; and, (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Pages 14 and 15, herein.

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

PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 10 and Exhibit A, Page 18 of this Invitation to Bid.

BOB CRUTSINGER
Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT for the furnishing of **Resale Fishing Supplies** for use by 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 shall run from such date until the end of the **12th** consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage, or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents, or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least **14** days written notice to Contractor.

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

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials . Minimum order, if applicable \$.

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: _____ PHONE NO: _____
ADDRESS: _____ FAX NO: _____
NAME OF AUTHORIZED AGENT (print or type): _____ DATE: _____
SIGNATURE OF AUTHORIZED AGENT: _____ TITLE: _____
EMAIL ADDRESS OF AUTHORIZED AGENT: _____
FEDERAL ID NO: _____ 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: _____



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
COMPLIANCE@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

CERTIFICATE OF COMPLIANCE NOTICE:

Effective September 21, 2020, all vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by the Jackson County Compliance Review Office.

Certificates of Compliance will be required to be submitted with any bid response on September 21, 2020, or after. Failure to comply with this requirement may result in the REJECTION of a bid.

**Vendors may complete a
Certificate of Compliance Application by visiting
www.jacomocompliance.com**

A Certificate of Compliance will certify that vendors meet the following requirements:

1. Are duly listed and assessed on the tax rolls of Jackson County and are not delinquent in the payment of any taxes due to the County, or do not have on December 31st of the previous year any property subject to taxation by Jackson County.
2. Attest and agree to Chapter 6 of the Jackson County Code which prohibits discriminatory practices and promotes Equal Employment Opportunity by contractors doing business with Jackson County.

Certificate of Compliance Application must be submitted five (5) business days prior to a bid response deadline to allow sufficient time to process. A Certificate of Compliance is not guaranteed if this timeline is not met.

QUESTIONS? Email compliance@jacksongov.org

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(Complete in full, Use attachments if necessary)

| | |
|--|---|
| Name of Bidder: | |
| Address with Zip Code: | |
| Federal Tax I.D. Number: | |
| Check One: Corporation Partnership Sole Proprietorship | |
| If SOLE PROPRIETORSHIP , state name, address and phone number of owner: | |
| | |
| | |
| | |
| If CORPORATION: | |
| Date of Incorporation: | Name of State(s) in which incorporated: |
| President's Name: | Vice-President's Name: |
| Secretary's Name: | Treasurer's Name: |
| If PARTNERSHIP: | |
| Is the Partnership: General Limited Association (Check one) | |
| Date of Organization: | |
| Name and addresses of all partners: | |
| 1. | |
| 2. | |
| 3. | |
| GENERAL INFORMATION: | |
| Percent of work to be done under the proposed contract by your own staff: | |
| No. of Permanent Employees: | Geographical Limits of Operation: |
| No. of years in business: | |
| Have you ever done business under a different name: Yes No (Check one) | |
| If Yes, give Name and Location: | |
| | |
| Has contractor ever withdrawn or defaulted on a contractual obligation: Yes No (Check one) | |
| If Yes, state where and why: | |
| | |

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

| Has Contractor ever been sued for breach of any contract? Yes No (Check one) | | | |
|--|--------------|-----------------------|---------|
| If Yes, Explain: | | | |
| List Completed Contracts within the Past Three Years, Including Amount of Each: | | | |
| List of Current Contracts, Including Amount of Each: | | | |
| Customer Reference (state name, address, and phone number): | | | |
| List each subcontractor you plan to use if awarded the contract. If no, so state. | | | |
| SUBCONTRACTOR'S NAME & PHONE # | ITEM OF WORK | \$ AMOUNT OF CONTRACT | MBE/WBE |
| | | | |
| | | | |
| | | | |
| State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state): | | | |
| DBE STATUS Indicate status claimed: | | | |
| 1. Minority Owned Business (MBE) YES ___ NO ___ African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___ | | | |
| 2. Woman Owned Business (WBE) YES ___ NO ___ | | | |
| 3. Small Business YES ___ NO ___ | | | |
| For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached. | | | |
| Prepared by (print or type): | | Title: | |
| Signature: | | Date: | |

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 the above 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.

Signature of Respondent

Date

Company Name

Address

City, State, and Zip

Phone

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a response to a bid; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.

2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" form. Bids submitted electronically, on computer diskettes, or by FAX will not be considered by the County.

3. **Bids Binding for 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.

4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider **minor** exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.

5. **Questions Regarding Specifications:** Any information relative to interpretation of specifications shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by **5:00pm CDT on August 17, 2021**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be posted no later than three (3) business days before the response deadlines. Addendums to this Invitation to Bid will be posted on the County's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his bid that he has received all Addenda issued and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.

6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.

7. The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.

8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

9. Communications and Notices: Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm, or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm, or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information."

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent 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.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract, or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so, requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

29. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state, or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

30. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids, and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

31. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

32. All prices are to be FOB Destination to the delivery point; all shipping, packing and drayage charges are the responsibility of the bidder. COD shipments will not be accepted.

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for a Twelve-Month Term and Supply Contract, with One Twelve Month Option to Extend, for the furnishing of Resale Fishing Supplies at the Jackson County, Missouri Parks + Rec Department's Three Marina Operations.
- 1.2 Item specified herein will be ordered on an "as needed" basis throughout the Contract term. Although exact usage cannot be determined, it is estimated the County will spend approximately \$25,000 annually on this Contract.

2.0 AWARD REQUIREMENTS

- 2.1 **CERTIFICATE OF INSURANCE:** The Successful Bidder will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item 15 under the "General Conditions" and Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this Contract.
- 2.2 **W-9 FORM:** The Successful Bidder must provide a complete IRS W-9 Form for this Contract.
- 2.3 If the bidder is not located in the greater Kansas City Metropolitan Area, bidder must provide detailed information with their bid on how the Specifications of this Invitation to Bid will be met. Jackson County, Missouri reserves the right to determine if bidder's information on contract performance is acceptable.

3.0 SPECIFICATIONS

- 3.1 Jackson County, Missouri requires a Term and Supply Contract for the furnishing of Resale Fishing Supplies for the Jackson County, Missouri Parks + Rec Department's Three Marina Operations on an "as needed" basis. The Contract will be based on pricing for High-Volume Items and a Discount from the Successful Bidder's Catalog.
- 3.2 The Successful Bidder will offer from pricing for the High-Volume Items and Quote a Discount Percentage that will be deducted from Catalog items.
- 3.3 Ordering from this Contract:
 - 3.3.1 The Successful Bidder shall be able to accept (1) telephone orders; (2) emailed orders; or (3) have an internet-based ordering site.
 - 3.3.2 Marinas will order the items on the Quotation Sheet or Catalog items on an "as needed" basis.
 - 3.3.3 The County will require a current catalog with pricing for its ordering reference. The pricing in the catalog will remain firm until the end of 2021. The Catalog can be replaced annually with a Catalog with updated pricing; however, discounts will remain firm throughout the Contract. The County will require a Catalog for each Marina. It will be the Successful Bidder's responsibility to send the County the updated Catalogs.
- 3.4 Deliverables:
 - 3.4.1 Deliveries are to be FOB Destination, Inside Delivery Only, the Successful Bidder pays all freight charges.
 - 3.4.2 Successful Bidder delivery vehicles cannot exceed 2,103 lbs./sf.
 - 3.4.3 Fuel Surcharge: No Fuel Surcharges allowed during the term of this Contract. The Successful Bidder(s) will not bill Jackson County for any fuel surcharges throughout the term of this Contract and its extensions.
 - 3.4.4 Delivery Locations and Contract Persons:
 - 3.4.4.1 Longview Lake Marina
9898 Longview Road
Kansas City, MO 64134
Attn: David Bass
816-966-0131

3.4.4.2 Blue Springs Marina
1700 NE Bowlin Road
Lee's Summit, MO 64064
Attn: Steve Hancock
816-795-1112

3.4.4.3 Jacomo Marina
7401 West Park Drive
Blue Springs, MO 64015
Attn: Mike Golubovich
816-795-8888

3.5 Purchase Orders, Invoices, Packing Slips and Payments:

- 3.5.1 Supplies will usually be ordered against a Miscellaneous Blanket Purchase Order issued by Jackson County, Missouri Purchasing Department. This Purchase Order will be for a stated dollar amount and will terminate at the end of the fiscal year or at the expiration of the Contract, whichever comes first. Purchase Orders for specific quantities may also be issued against this Contract.
- 3.5.2 Invoice and Packing Slips: Due to the different delivery locations, the Successful Bidder must reflect the Purchase Order Number and Delivery Location on all Invoices and Packing Slips. Invoices and Packing Slips must be numbered and dated. Adherence to this policy will expediate Contractor's payment. Submit all invoices to the Jacomo Administration Office, 22807 Woods Chapel Road, Blue Springs, MO 64015.
- 3.5.3 Payments: If the above policy is followed, payments on blanket Purchase Orders are made on a monthly basis, other Purchase Orders will be paid Net 30.
- 3.5.4 Price Increase: Regarding the prices quoted herein by the Successful Bidder; the Successful Bidder may increase these prices only when the increase 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 shall not take effect against the County until the Successful Bidder has verified the above conditions in writing to the reasonable satisfaction of the County's Purchasing Supervisor submitting a copy of Contractor's Supplier Information, name, address, phone number, and contact person. Prices must be firm and fixed for a minimum of the first six (6) month period of the Contract.

4.0 REQUIRED SUBMITTALS

4.1 The following information must be submitted with your response to this Invitation to Bid:

- 4.1.1 Contractor's Signature Portion, Page 2
- 4.1.2 Affidavit, Page 3
- 4.1.3 Certificate of Compliance, Page 4
- 4.1.4 Statement of Contractor's Qualifications, Pages 5 – 6
- 4.1.5 Acknowledgment of Receipt of Addenda, Page 8
- 4.1.6 Bidder's Quotation, Attachment 1, Pages 16 - 17
- 4.1.7 Bidder's Exceptions, Exhibit F, Page 19
- 4.1.8 Customer Service Representative: Please state the name, telephone number and email address of the Customer Service Representative for your company that will be responsible for accepting and processing the County's orders. This information is the essence to the County and will be considered during the Evaluation and Award of this Contract. If your company will have more than one representative for the County, please list all representatives, their telephone numbers, email addresses and areas of responsibility.
- 4.1.9 Returned Good Policy: Submit your company's Returned Good Policy.
- 4.1.10 Current Catalog with Pricing at no cost to the County.
- 4.1.11 Delivery Date after Receipt of Order.
- 4.1.12 If bidder is not located in the Greater Kansas City Metropolitan Area, detailed written information on how bidder will meet the specifications of this Invitation to Bid.

4.2 All responses of this Invitation to Bid will become property of the County and will not be returned.

- 4.3 Bid shall be in an opaque envelope or box with this Invitation to Bid name and number and the Respondent's name and address on the front.
- 4.4 Expenses and costs incurred in the preparation of bids in response to this Invitation to Bid are the sole responsibility of the Respondent and shall not be reimbursed by the County.
- 4.5 Invitation to Bid Deadline and Delivery Instructions are on Page 1 of this Invitation to Bid.
- 4.6 Failure to include any of the items listed in Section 4.1 may result in the REJECTION of your bid.

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. An Evaluation Committee will evaluate responses and make recommendations for award.
- 5.2 Jackson County, Missouri shall be the sole judge of the bids submitted for this Invitation to Bid and its decision shall be final.

6.0 QUESTIONS

- 6.1 All questions regarding this Invitation to Bid must be in writing and emailed as detailed under General Conditions, Item Number Five (5) on Page Ten (10) of this Invitation to Bid by 5:00pm CDT on August 17, 2021. Point of Contact for this Invitation to Bid is Katelyn Edgar, email address: kedgar@jacksongov.org.
- 6.2 All answers to questions will be published on the County's website in the form of Addenda.
- 6.3 Respondent(s) and their agents (including subcontractors, employees, consultants, or anyone else action on their behalf) must follow this procedure. Respondent(s) or their agents may not contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact(s) are grounds for REJECTION of the Respondent's bid.

ATTACHMENT 1
RESPONDENT'S QUOTATION for JACKSON COUNTY, MISSOURI
INVITATION TO BID NO. 50-21

| NO. | DESCRIPTION | MANUFACTURER & CATALOG NO. | PRICE EACH |
|-----|--|----------------------------|------------|
| 1. | 1/64 oz. Feather/Hair Jigs | | \$ |
| 2. | 1/64 oz. Painted Jig Heads (by the card/package) | | \$ |
| 3. | 1/64 oz. Painted Jig Heads (in bulk) | | \$ |
| 4. | 2 lb. Hi-Vis Yellow/Gold Crappie Line | | \$ |
| 5. | 9 Snap Chain Stringer | | \$ |
| 6. | B3 Blade Bait (1 – 4 oz.) | | \$ |
| 7. | Baseball Style Caps w/ Fishing Themes | | \$ |
| 8. | Berkley Crappie Nibbles | | \$ |
| 9. | Bobby Garland Itty Bit Slab Slay'r | | \$ |
| 10. | Bobby Garland Itty Bit Swim'rs | | \$ |
| 11. | Catfish Dip Bait | | \$ |
| 12. | Coated Fishing Gloves | | \$ |
| 13. | Cubby Mini Mite Jig-in-a-tube (1 - 64 oz.) | | \$ |
| 14. | Floating Wire Fish Baskets (13 x 18) | | \$ |
| 15. | Frabill Sit N' Fish Bucket | | \$ |
| 16. | Kastmaster Spoons (1 - 24 oz.) | | \$ |
| 17. | Magic Bait Prepared Dough Balls for Catfish | | \$ |
| 18. | Mr. Crappie Rattlin Pear Floats | | \$ |
| 19. | Poly Fish Stringer (9' – 12') | | \$ |
| 20. | Rapala SlabRap (Size 4 and 5) | | \$ |
| 21. | Rat-L-Trap (1 – 2 oz.) | | \$ |
| 22. | Reusable Split Shot Sinkers (Size BB) | | \$ |
| 23. | Shakespeare Catch More Fish Combos | | \$ |
| 24. | Shakespeare Licensed Character Kid Rod & Reel Combos i.e. Avengers, Frozen, Moana, etc. | | \$ |
| 25. | Southern Pro Panfish Stinger (1.5") | | \$ |
| 26. | Strike King Mini-King Spinner Bait (1 – 8oz.) | | \$ |

| | | | |
|-----|--|--|----|
| 27. | Swedish Pimple Spoons (1 – 10oz.) | | \$ |
| 28. | Trilene Fishing Line Clear (2 lb. – 8 lb.) | | \$ |
| 29. | UL Rods in 4’ – 5.6’ | | \$ |
| 30. | UL Spinning Combos in 4’ – 5.6’ | | \$ |
| 31. | Discount Off Catalog Pricing | | % |
| 32. | Discount Off Internet Pricing (optional) | | % |

Webpage for Internet Pricing: _____

Minimum Order Required: \$ _____

NOTE: All product is to be shipped using standard FOB Destination terms. Quotation shall include all packaging, freight, delivery, fuel, and all other miscellaneous charges. The County will not pay for any separate surcharges. COD shipments will not be accepted.

CERTIFICATION:

| | |
|--------------------------------|---------|
| SIGNATURE: | DATE: |
| NAME (print or type): | PHONE: |
| TITLE (print or type): | MOBILE: |
| COMPANY NAME (print or type): | FAX: |
| EMAIL ADDRESS (print or type): | |
| URL/WEBSITE (print or type): | |

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

| | |
|-----------------------|---------------------------------|
| -Workers Compensation | Statutory |
| -Employers Liability | \$500,000 each accident |
| | \$500,000 Disease-each employee |
| | \$500,000 Disease-Policy limit |

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

