



Invitation for Bid
 16th Judicial Circuit of Missouri
 Family Court Division
 625 E. 26TH Street
 Kansas City, Missouri 64108

Dairy Products
 Bid Number: 10014766

Bid issued by: Neil Struchtemeyer, CPPB

Bid issue date: Thursday, May 21, 2026

Title: Senior Purchasing Agent

Phone number: (816) 435-4780

The purpose of this bid is to seek competition among competitors and to establish & award a cooperative term and supply contract for **Dairy Products** between Jackson County Family Court and the 16th Judicial Circuit of Missouri, herein referred to as (“Family Court” & “Circuit Court”) and the undersigned, herein referred to as the (“Supplier”), collectively referred to as the “parties”. The term “offers” as used herein refers to the supplier’s offer made in response to this bid solicitation. The contract shall be in accordance with the terms, conditions and specifications set forth in this solicitation and the parties agree as follows in consideration of the mutual covenants contained herein.

Bid Closes: Thursday, June 18, 2026 at 10 a.m. Central Standard Time
 Bids **must** be submitted prior to the closing date and time to be eligible for consideration. Bids will be publicly opened and read at 10 a.m. Central Standard Time. Bids received after the deadline designated shall not be considered.

Contract Term: July 1, 2026 through June 30, 2029

Contract Renewal: Possible three (3) one-year periods at the discretion of the Family Court

Send any and all questions regarding this Invitation for Bid, herein referred to as an (“IFB”) to Neil.Struchtemeyer@courts.mo.gov. All questions must be submitted by 4 p.m. on May 29, 2026.

From the date this IFB is issued until an award is made, **absolutely no communication with department staff is allowed!** If communication is required between potential contractors and individuals employed by the Family Court regarding this IFB it is restricted to written communication with the Senior Purchasing Agent.

All bids submitted in response to this invitation for bid shall become the property of the Family Court and will be a matter of public record available for review under the guidelines of any applicable Federal Freedom of Information Act or Missouri “SunShine Law”.

Timeline Schedule:

IFB Issue Date	Thursday, May 21, 2026
Question Deadline	4 p.m. on Friday, May 29, 2026.
IFB Due Date	Thursday, June 18, 2026 at 10 a.m. Central Standard Time
Bid Evaluation	June 18 through June 23, 2026
Award Date	Wednesday, June 24, 2026 or before
Contract Term	July 1, 2026 through June 30, 2029 with possible (3) one-year renewal periods



Note: This timeline may change if needed, but the Family Court will make every effort to stay within this schedule.

Instructions to Bidders: The Bidder shall comply with all the terms and conditions contained herein which are hereby made part of this contract. The submission of a bid shall be considered as prima facie evidence that the bidder has familiarized themselves with and understands the conditions under which this contract will be awarded, performed and administered. ***No Letter or stipulation submitted with a bid shall alter the terms of this Contract.***

Preparation of Bids: The bid shall be legibly printed in ink or typed. The bid shall be legally signed and shall include the complete address of the bidder. If a price already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The 16th Judicial Circuit of Missouri, Family Court Division is exempt from Federal Tax (Exemption Number 43-91-0217K) and Missouri State Sales Tax Exempt Sec. 39 [10] Article 3, Missouri Constitution; Missouri Tax I.D. 12495671, and **such taxes shall not be included** in bid prices. A Sales and Use Tax Exemption letter will be provided upon request.

All bids must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has legal authorization to bind the bidder. By signing the Offer to Contract/Signature Page, bidder certifies: The submission of the offer did not involve collusion or other anti-competitive practices. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

Unless otherwise stated by the bidder, the bid shall be considered as being in accordance with Family Court's applicable standard specifications, and any special specifications outlined in the bid document.

Any delivery being made shall be F.O.B. Destination (the Family Court's delivered location specified herein) and all Freight and applicable Fuel Surcharges shall be included in bid prices.

A responsive bid shall substantially conform to the requirements of this Invitation for Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

Bid Submission: Bid submittal pages marked as "**Return Page**" shall be submitted via email to Neil.Struchtemeyer@courts.mo.gov or to the **below address** until date and time specified herein. Bids will be publicly opened, read, reviewed and tabulated by the senior purchasing agent at 10 a.m. Central Standard Time. **Bids received after 10 a.m. Central Standard Time on Thursday, June 18, 2026 shall not be considered.**

Submit by mail or messenger to the following address:

Jackson County Family Court
Purchasing Department
625 E. 26th Street
Kansas City, Missouri 64108

Bid proposal must be signed in ink by the bidder and all pricing shall be made in ink or by typewriter. Erasures or alterations must be initialed by the bidder in ink. All Bids shall be tightly sealed in an envelope and plainly marked **Bid 10014766 - Dairy Products** with date and time of bid opening, and the bidder's name and address.

Telephone or Faxed Bids will not be accepted!



If not submitting a bid, please complete the **Statement of No Bid** and e-mail to nstrucht@courts.mo.gov.

By submitting a bid response, you offer to enter into the proposed contract and your offer is not revocable for ninety (90) days following the response deadline indicated herein.

All bids submitted in response to this invitation for bid shall become the property of the Family Court and will be a matter of public record available for review.

Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

Suppliers are invited to be present at the opening of bids. After the official opening of bids, the amount of time necessary for bid evaluation may vary and is determined solely by the Senior Purchasing Agent. Normally a period of not less than one week is necessary. Following the bid evaluation, all bids submitted are available for public review.

Bid Evaluation/Contract Award: The contract will be awarded to the most responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to the Family Court with regards to lowest and best bid.

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

Family Court Purchasing reserves the right to reject all or parts of bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the Family Court. The Family Court shall consider bids submitted on an "all or nothing" basis only if the bid is clearly marked as such.

The contract award will be made no later than Wednesday, June 24, 2026 by means of an award letter.

Only the awarded supplier will be notified. Bidders may e-mail Neil.Struchtemeyer@courts.mo.gov any time after Wednesday, June 24, 2026 to get bid results.

Award Protest: Any protest concerning the award of a contract shall be decided by the Chief Financial Officer after consultation with Legal Counsel. Protests shall be in writing to the Office of the Purchasing Department and shall be filed within three (3) business days of final approval and acceptance of the bid by the Purchasing Department. The written protest shall include the name and address of the protestor, the bid number, a statement of the specific reasons for the protest and supporting exhibits. A protest is considered filed when all requested information is received by the Office of the Purchasing Department along with the required cashier's check or bond. The Budget and Fiscal Operations Officer will respond to the written protest within fourteen (14) days. The Budget and Fiscal Operations Officer's decision relative to the protest shall be final, no further appeals will be recognized.

Upon receipt of a protest the Family Court may, but is not required to, delay its award of said contract. The protesting bidder is required to submit a bond by cashier's check.

The submission of the cashier's check will be as follows: 1% Percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) or to exceed five thousand dollars. This bond shall be a US postal service money order or a certified cashier's check made payable to the Jackson County Family Court. Money will be refunded to the submitting vendor only if the protest is found to be in their favor.



Statement of No Bid

We, the undersigned, have declined to submit a bid in response to this Invitation for Bid for the following reason(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 in Remarks below).
- 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: _____

Note: If you are not submitting a bid, please e-mail this "Statement of No Bid" form to Neil.Struchtemeyer@courts.mo.gov, otherwise disregard and submit the required submittal pages, marked "Return Page" by mail or messenger.



1.0 Scope of Service

1.1 Upon award this document shall constitute a yearly fixed price term and supply contract [based on the Federal Milk Marketing Order for Class I Skim, Class I Butterfat and Class II Yogurt for the Central Midwest (F.O. 32) Area] between Jackson County Family Court, herein referred to as the (“Family Court”) and the undersigned, herein referred to as the (“Supplier”), collectively referred to as the “parties” for the selling and delivery of **Dairy Products**. The term “offer” as used herein refers to the supplier’s offer made in response to this Bid Number. **See Section 3.0 for price structure.**

1.1.1 The contract term will begin on **July 1, 2026** and end on **June 30, 2029** with a possible three (3) one-year renewal periods and shall be assigned Bid Contract Number 2407207026.

1.1.1.1 The contract shall be in accordance with the terms, conditions and specifications set forth in this solicitation and the parties agree as follows in consideration of the mutual covenants contained herein.

1.1.1.2 The supplier must ensure that fluid milk and milk products are manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published in the State of Missouri statutes and regulations (Chapter 196.931 through 196.959 - Fluid Milk and Fluid Milk Products). The supplier must ensure that milk and milk products are pasteurized, homogenized and vitamins A and D fortified, as appropriate.

1.1.1.3 Fluid milk shall be delivered at a temperature of forty (40°F) degrees or less. Any milk delivered above 40°F may be rejected.

1.1.2 This contract shall be an open account (charge account) and billed accordingly. The Family Court Purchasing Department shall issue a purchase order as a means to encumber funds and the orders for **Dairy Products** shall be paid against/from said purchase order. A new purchase order shall be issued as required and at the beginning of each contracted calendar year.

1.1.3 Normally the supplier shall provide **Dairy Products** on a weekly basis as the court operates two (2) kitchen sites which provide breakfast, lunch and dinner seven (7) days per week, 365 days a year. The Family Court should not be required to place minimum orders!

1.1.3.1 If 1/2 pints are packed in something other than the standard plastic crate, then the Vendor shall provide once per week delivery of dairy products. If 1/2 pints are packed in standard plastic crates, then (2) two deliveries per week will be required.

1.1.3.2 The Family Court has no obligation to accept damaged products and reserves the right to return at the supplier’s expense said damaged products even though the damage was not apparent or discovered until after the receipt of the products.

1.2 If the supplier fails to deliver an order, the supplier shall take corrective action by either arranging a special delivery or by arranging for delivery by another supplier. The supplier shall assume any additional costs between the price of the originally ordered items and the price from the alternate supplier.

1.3 The supplier is responsible for notifying the Food Service Manager at (816) 435-8048 by 2:00 p.m. the weekday prior to delivery to discuss any shortages on the next day’s scheduled delivery and substitutions that need to be made. Substitutions shall not be made without the food service manager’s approval. The Family Court reserves the right to cancel all or any part of an order if the shipment is not made as promised.

1.4 The supplier shall guarantee delivery to the Family Court regardless of any organized work stoppages.

Company name | Authorized signature | Print name | Date

Return Page



1.5 The supplier shall have an account representative assigned to the Family Court for order placement.

1.6 The supplier **must** be able to handle any emergencies circumstances beyond Family Court’s control. The Family Court shall try to hold these to a minimum.

1.7 There shall be no extra charge for any deliveries made outside of any specified delivery schedule. There shall be no extra charge to the Family Court for deliveries made directly to a facility outside of the specified delivery schedule and location, no matter what the case count or dollar value of the order.

1.8 The supplier shall be responsible for immediately notifying the Food Service Manager at (816) 435-8048 or Support Services Director at (816) 435-4864, in the event of a recall or any type of contaminated food source which affects the dairy products sold by the supplier to the Family Court. The Vendor shall be responsible for replacing any food items recalled or contaminated at no cost.

1.9 The successful supplier shall be required to purchase and maintain during the life of the contract Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, Worker’s Compensation Insurance with limits of not less than those set forth below:

- 1.9.1 Comprehensive or Commercial General Liability limits of \$1,000,000.00 each occurrence.
- 1.9.2 Comprehensive Automobile Liability Insurance: Liability limits of \$500,000.00 any one accident.
- 1.9.3 Property Damage \$100,000.00 each occurrence, \$500,000.00 annual aggregate.
- 1.9.4 Worker’s Compensation Insurance: Statutory Coverage, including Employer’s Liability coverage, with a limit of at least \$100,000.00.

1.10 The successful supplier shall provide the Family Court with the Certificates of Insurance after award is made, evidencing the coverage’s above. **The insurance certificate shall name the Jackson County Family Court as the Certificate Holder with an endorsement modifying the policy to list the Jackson County Family Court as additional insured for its interest on all policies of insurance, except Worker’s Compensation to include the CONTRACTORS ADDITIONAL INSURED ENDORSEMENT for commercial general liability and the CONTRACTORS ADDITIONAL INSURED ENDORSEMENT for commercial auto and provide that the Jackson County Family Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage.**

2.0 Ordering and Delivery Terms and Requirements

2.1 Each week, the respective Food Service Department shall place an order for the below locations for the agreed upon scheduled delivery day.

2.2 All items shall be delivered F.O.B. Destination (**No Freight Charges or Fuel Surcharges**) to the Family Court Detention Center and Hilltop Residential Center as indicated herein:

**Family Court Detention Center
Rear Dock – off 27th Street
625 East 26th Street
Kansas City, MO 64108**

**Hilltop Residential Center
“C” Building Dock
301 NW Gregory Blvd.
Lee’s Summit, MO 64064**

Supplier’s Proposed Delivery Day

Supplier’s Proposed Delivery Day

Company name	Authorized signature	Print name	Date
--------------	----------------------	------------	------

Return Page



2.2 Deliveries **must** be made between the hours of 6 AM to 4:30 PM, however **NO deliveries shall be** made between the hours of 11:15 AM to 1 PM at either location.

2.3 The supplier shall deliver all individual orders invoiced by account to each location. The products shall be maintained at their proper temperature throughout their staging, loading, transport and delivery.

2.4 All of the supplier’s facilities and delivery vehicles must conform to local, state and federal rules and regulations regarding sanitation and are subject to inspection by Family Court or other officials at the discretion of the Family Court.

2.5 The supplier’s driver shall deliver and off load all products to a specified area on the inside of the Family Court’s designated buildings. The supplier shall provide any equipment needed to complete this process.

2.6 The supplier at time of delivery shall provide an invoice to be signed by the location representative. Family Court gives each of its employees an employee identification card having thereon a photograph of the employee. The Family Court will not pay for any goods and/or services delivered by the supplier to any persons who did not present to the supplier at the time of delivery their Family Court Identification Cards and who were not authorized to receive delivery.

3.0 Pricing Structure

3.1 Prices quoted should be based on the most current month of the Federal Milk Marketing Order for Class I Skim, Class I Butterfat and Class II Yogurt for the Central Midwest (F.O. 32) Area. Prices shall be stated as the Case Price and shall remain firm and final for the first year of contract.

3.1.1 All shipping, delivery and fuel surcharges shall be included in the cost per case with no minimum orders required.

3.2 The second and third years of contract and any subsequent renewal periods shall be adjusted up or down based on that year’s current month of the Federal Milk Marketing Order for Class I Skim, Class I Butterfat and Class II Yogurt for the Central Midwest (F.O. 32) Area and should remain firm and final for that year’s contracted period.

3.2.1 **Price adjustment** - in the event prevailing **Market conditions** warrant an adjustment in contract pricing at any time during the contract period or during any renewal periods the supplier shall provide written notice to the senior purchasing agent. This written notice shall provide the effective date of price increase and shall be sent via email to Court.Purchasing@courts.mo.gov.

3.2.1.1 The Family Court may, after examination, refuse to accept the adjusted costs if they are not properly documented or if proposed increases are considered to be above industry standards. The Senior Purchasing Agent reserves the right to cancel the contract upon fifteen (15) calendar day’s written notice if any proposed increase is found unacceptable.

3.2.1.2 Any approved price changes shall be honored after the effective date of such approved price change.

3.2.2 The Family Court reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Company name | Authorized signature | Print name | Date

Return Page



3.3 Pricing categories: The estimated product usage quantities are based on previous years usage and are intended only as a useful guide, and do not imply guarantee on the part of Family Court to purchase stated quantities as a minimum or maximum. ALL PRODUCTS ARE TO BE FRESH. All Milk must have at least 7 days left to expiration date when delivered.

Pricing for contract term: July 1, 2026 through June 30, 2027. See section 3.2 for 2nd and 3rd year of contract.

Product	Unit Size	Estimated Usage	Vendor's Case Count	Case Price	Product Ordering Number
1% Lowfat White Milk	1/2 Pint Cartons	2,365 Cartons	_____	\$ _____	_____
1% Lowfat Chocolate Milk	1/2 Pint Cartons	2,952 Cartons	_____	\$ _____	_____
Fat Free Chocolate Milk	1/2 Pint Cartons	Unknown - varies	_____	\$ _____	_____
1% Lowfat Strawberry Milk	1/2 Pint Cartons	2,501 Cartons	_____	\$ _____	_____
2% Lowfat Strawberry Milk	1/2 Pint Cartons	Unknown - varies	_____	\$ _____	_____
2% White Milk	1/2 Gallon Containers	Unknown - varies	_____	\$ _____	_____
2% Milk Substitute, Lactose-Free	1/2 Gallon Containers	Unknown - varies	_____	\$ _____	_____
Blueberry 1% Lowfat Yogurt, Blended	6 oz. Containers	2,900 Containers	_____	\$ _____	_____
Peach 1% Lowfat Yogurt, Blended	6 oz. Containers	2,026 Containers	_____	\$ _____	_____
Strawberry 1% Lowfat Yogurt, Blended	6 oz. Containers	1,201 Containers	_____	\$ _____	_____
Strawberry/Banana 1% Lowfat Yogurt, Blended	6 oz. Containers	1,647 Containers	_____	\$ _____	_____
Vanilla 1% Lowfat Yogurt, Blended	6 oz. Containers	2,650 Containers	_____	\$ _____	_____

(___Yes, I will renew) - (___No, I won't renew) - for an additional Twelve (12) Month Term and Supply Contract to commence on July 1, 2029 and end on June 30, 2030 per sections 3.2 through 3.2.2.

(___Yes, I will renew) - (___No, I won't renew) - for an additional Twelve (12) Month Term and Supply Contract to commence on July 1, 2030 and end on June 30, 2031 per sections 3.2 through 3.2.2.

(___Yes, I will renew) - (___No, I won't renew) - for an additional Twelve (12) Month Term and Supply Contract to commence on July 1, 2031 and end on June 30, 2032 per sections 3.2 through 3.2.2.

 Company name | Authorized signature | Print name | Date

Return Page



3.4 A possibility could exist that an item may be added or deleted as necessary. If an item is added, the Family Court’s Purchasing Agent will require a quote from the supplier for said new item and that quote will become a firm fixed price for any duration of the term of the contract. If an item is deleted, the Family Court would not require any future purchase of said item.

4.0 Billing

4.1 If invoices are not furnished at time of delivery, then the supplier shall submit invoice(s), in accordance with the price as stated under Section 3.0 of this bid document to the following address for approval and payment.

**Jackson County Family Court
Accounting Department
625 E. 26th Street
Kansas City, Missouri 64108**

4.2 As an alternative to mailing invoice, vendor may submit invoice to the following email address: accountspayable@courts.mo.gov. Payment(s) will be made within 30 business days (Not calendar days) after approval of invoice(s). No late payment fees shall apply.

5.0 General Conditions and Terms of Contract

5.1 Bids are made upon, and are subject to the following conditions and any addendums issued.

5.1.1 A supplier’s bid response and acceptance by the Family Court upon issuance of an award letter shall constitute a contract for providing the **Dairy Products** described herein, thus eliminating the need for a formal signed contract between the parties.

5.2 Any interpretations, corrections or changes to the specifications or terms will be made by an addendum no later than forty-eight (48) hours prior to the bid opening. Addendum(s) will be distributed to all known recipients of bid documents. Suppliers shall acknowledge receipt of all addendum(s) with submission of bid.

5.3 The term and supply contract will be awarded to the most responsible, responsive supplier whose bid, conforming to the solicitation; will be most advantageous to the Family Court with regards to lowest and best bid. Family Court reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Family Court reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Family Court.

5.4 Design, strength, and quality of products must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5.4.1 The supplier shall defend, indemnify and save harmless the Family Court and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the supplier, or of any agent, employee, subcontractor of the supplier in the execution of, or performance under, any contract which may result from bid award. The supplier shall pay any judgment with cost which may be obtained against the Family Court growing out of such injury or damages.

Company name | Authorized signature | Print name | Date

Return Page



5.5 The supplier agrees to defend, indemnify, and hold the Family Court and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the supplier, or any agent, servant, or employee of the supplier in the execution of the performance of this agreement, without regard to whether such persons are under the direction of the Family Court’s agents or employees.

5.6 Upon award this document shall constitute a yearly fixed price term and supply contract [based on the Federal Milk Marketing Order for Class I Skim, Class I Butterfat and Class II Yogurt for the Central Midwest (F.O. 32) Area]. **See Section 3.0 for any needed price adjustment.**

5.6.1 Family Court reserves the right to automatically extend this contract for a period not to exceed ninety (90) calendar days past the original contract expiration date or subsequent renewal periods utilizing the current pricing, in order to provide the Courts with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. By affixing its authorized signature, the supplier hereby acknowledges and agrees to these rights.

5.7 The **Dairy Products** shall be ordered against a blanket purchase order issued by the Family Court Purchasing Department. The Family Court will make every effort to purchase the items listed (on an as needed basis) from Vendor [see section 1.2].

5.7.1 A blanket purchase order(s) shall be generated and issued by the Family Court’s Purchasing Department to the supplier. A purchase order is a means of encumbering funds for the fiscal year of the contract; hence a new purchase order will be issued each year during the term of the contract.

5.7.1.1 The blanket purchase order will be for a stated dollar amount and will terminate at the time shown on the purchase order. If funds need to be added, then an increase to the current purchase order shall be issued. Thereafter a new purchase order shall be issued at the beginning of each calendar year during contract period.

5.7.2 The purchase order number **must** appear on all itemized invoices and packing slips. The Family Court shall not be held responsible for any orders placed and/or performed without a valid current purchase order number.

5.7.3 Payment will be made for all orders rendered and accepted by the Family Court for which a valid invoice has been received.

5.8 **Samples** of products being bid MAY BE REQUIRED at any time. If requested, the samples **MUST** be furnished free of charge, including freight and/or applicable fuel surcharges.

5.9 Family Court is operated and funded on a **January 1 to December 31** basis; accordingly, the Family Court reserves the right to terminate, without liability to the Court, any contract for which funding is not available.

5.9.1 The supplier may terminate this agreement with 30 days written notice with the showing of good cause for any undue hardship in satisfactorily being able to fulfill the term of the contract and with final approval from the Family Court.

5.9.1.2 If the supplier files for or goes into bankruptcy proceedings this agreement shall immediately become null and void.

Company name | Authorized signature | Print name | Date

Return Page



5.9.2 The Family Court reserves the right to terminate this agreement with 30 days written notice for any reason deemed acceptable to the Family Court. Upon delivery of such notice by the Family Court to the supplier, the supplier shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the supplier shall submit an invoice to the Family Court for payment of that portion of the agreement successfully performed.

5.9.2.1 If this contract is terminated, the Family Court, in addition to any other rights provided for in this contract, may require the supplier to transfer title and deliver to the Family Court in the manner and to the extent directed, any completed materials. The Family Court shall only be obligated for those services and materials rendered and accepted prior to the date of termination.

5.9.3 In the event of termination, the supplier shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by the Family Court subject to any offset by the Family Court for actual damages including loss of state matching funds.

5.9.4 The rights and remedies of the Jackson County Family Court provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

5.10 Questions regarding any issues with this contract shall be made to senior purchasing agent at (816) 435-4780 or by e-mail to Court.Purchasing@courts.mo.gov.

5.11 The successful supplier agrees to protect the Family Court from claims involving infringements of patents and/or copyrights.

5.12 In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.13 The supplier agrees to comply with all Federal and State Laws, and Local Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.

5.14 The supplier and the Family Court agree that all parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

5.15 The parties agree that this contract shall be construed in accordance with the laws of the state of Missouri without regard to Missouri's choice of law rules and that Missouri shall be the forum state for all legal proceedings arising out of this agreement. This agreement is performable in the county of Jackson, state of Missouri.

5.16 The supplier shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Family Court.

5.17 The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Company name | Authorized signature | Print name | Date

Return Page



5.18 All tangible goods being bid must be new and unused, unless otherwise specified, in first class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

5.19 No public official shall have interest in this contract, in accordance with Missouri local government code.

5.20 The supplier shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

5.20.1 The supplier further agrees, upon notice from the Family Court, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Family Court, which may be required to make good all defects in design and material under its' intended use from the Manufacturer. The supplier shall receive no compensation for cost in replacement of goods or workmanship.

5.21 The supplier shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the supplier. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the supplier's employees, and freight embargoes.

5.22 Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by Jackson County Family Court shall not constitute a waiver.

5.23 In the event that Family Court only receives a single bid to its solicitation, then Family Court reserves the right to turn the single received bid into a negotiated procurement.

5.24 **Buy America Provision (7 CFR 210.21(d)):** The Jackson County Family Court participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals.

- "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the U.S. using substantial agricultural commodities that are produced in the U.S.
- "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Company name	Authorized signature	Print name	Date
--------------	----------------------	------------	------

Return Page



6.0 Affidavit

I, the undersigned, in and for the city of _____, county of _____, state of _____ being duly sworn on her or his oath, deposes and says;

1. That I am the _____ (Title of Affiant) of _____ (Name of supplier) and have been authorized by said supplier to make this affidavit on its behalf;

2. That no officer, agent or employee of the court is financially interested, directly or indirectly in what the supplier is offering to sell to the court pursuant to this Invitation for Bid.

3. That if supplier were awarded any contract from the court, no officer, agent or employee of the court would be pecuniarily interested in or receive any benefit from the profit or emoluments of such;

4. That the supplier 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 this Invitation for Bid.

5. Supplier certifies and warrants that the supplier or supplier’s firm/organization is not listed on the General Services Administration’s Report of Debarred and/or Suspended Parties.

6. Supplier certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. Supplier 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.

_____ (Name of Supplier)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for the county of _____

state of _____

(Seal)

My commission expires: _____

Company name | Authorized signature | Print name | Date

Return Page



7.0 Supplier information: Completion in full is required!

Company name: _____

Physical address: _____

City: _____ State: _____ Zip code: _____

Payment address: _____

City: _____ State: _____ Zip code: _____

Company phone number: _____ Fax number: _____

Check One: Corporation Partnership Sole Proprietorship Limited Liability Corporation

General information: Number of permanent employees _____ Number of years in business _____

Percentage of work to be done under proposed contract by company employees _____%

Geographical limits of business operation _____

Has company ever done business under a different name: (Circle one) Yes No

If yes, give name and location _____

Has company ever withdrawn or defaulted on a contractual obligation: (Circle one) Yes No

If yes, state where and why _____

Has company ever withdrawn or defaulted on a contractual obligation: (Circle one) Yes No

If yes, state where and why _____

Company name Authorized signature Print name Date

Return Page



8.0 Disadvantaged Business Enterprise (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

9.0 Offer to Contract

We hereby offer and agree to provide the **Dairy Products** in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid; including, but not limited to, all required certificates are hereby fully incorporated herein as a material and necessary part of the contract.

We further acknowledge that the term of the contract will begin on **July 1, 2026** and end on **June 30, 2029** and will henceforth be referred to as Bid Contract Number 2407207026. We further understand that a possible renewal period of up to three (3) one-year terms could exist with approval from the court. It is understood that the court could elect to utilize one or all three renewal periods at their discretion. All terms, conditions, specifications, and amendments shall apply to any and all renewal periods, referencing section 3.0 for pricing.

The court shall reserve the right to automatically extend this contract for a period not to exceed 90 calendar days past original or renewal contract expiration date, utilizing the then current pricing, in order to provide the court with continual service while a new contract is being solicited, evaluated and/or awarded. By affixing our authorized signature to this **Offer to Contract**, we the supplier hereby acknowledge and agree to these rights.

Local Government Use (Cooperative Procurement): I agree I decline ~ to sell under the same prices, discounts and terms of this contract to any Municipal, County, Public Utility, Hospital, or Educational Institution that are located within the greater Kansas City Metropolitan Trade Area. Possible negotiations could occur to clarify any additional terms and/or conditions needed by any participating entities or parties to this contract. (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any entity or party to utilize this contract).

Account Representative - Print name _____

E-mail address

Phone number

I the undersigned hereby state, under penalty of perjury, that all information provided is true, accurate, and complete, and states that I have the authority to submit this bid, which upon acceptance by the court by means of the issuance of a bid contract award letter shall constitute a contract for the providing of **Dairy Products** described herein, thus eliminating the need for a formal signed contract between the parties.

Company name	Authorized signature	Print name	Date
--------------	----------------------	------------	------

Return Page

