



16th Judicial Circuit Court of Jackson County, Missouri
Court Purchasing
415 East 12th Street
Kansas City, Missouri 64106

INVITATION FOR BID

Bid Number: 580040-21-24

Michelle Walker, CPPB
Senior Purchasing Agent

Phone: (816) 881-3661
E-Mail: mwalker1@courts.mo.gov

Date: August 26, 2021

A FIXED PRICE TERM AND SUPPLY CONTRACT: Vendor shall furnish EMPLOYEE APPAREL with logo's on an as needed basis for the Contract Period: Indefinite Quantity Contract. This is a contract between vendor and Circuit Court of Jackson County to furnish an undetermined quantity of goods in a given period of time. The quantities ordered will be those actually required during contract period, and the vendor will deliver only such quantities as may be ordered. No guarantee of volume is made.

The term of this contract, will commence on November 1, 2021 and will be in effect until October 31, 2024, with the option for the Circuit Court to renew the contract for an additional three (3) one year period renewals.

Contract Term: November 1, 2021 – October 31, 2024

CONTACT:

For questions regarding this bid contact:

Michelle Walker, CPPB
Senior Purchasing Agent
Phone: 816-881-3661
E-Mail: mwalker1@courts.mo.gov

Bid Due Date: October 14, 2021 at 2:00 pm

You may submit this IFB through one of the following options: US Mail, Hand Delivered, or Electronically - Regardless of the option used, your proposal must be received and time stamped in Court Purchasing, Circuit Court of Jackson County, 415 East 12th Street, Suite 8M East, Kansas City, MO 64106 on or prior to 2:00 pm on October 28, 2021. LATE IFB SHALL BE REJECTED.

**GENERAL OVERVIEW:**

The purpose of this solicitation is to establish a three-year contract with a vendor to provide Employee Apparel on an as needed basis. The Purchasing Department for the Circuit Court will place orders by Purchase Order via email. No minimum orders shall be required to be placed. The vendor shall guarantee delivery to locations mentioned in the Invitation for Bid.

1.0 BID CLOSE DATE:

Thursday, October 14, 2021
Return bid response to:
Circuit Court of Jackson County
415 East 12th Street
Room 8M East; Attention Michelle Walker
Kansas City, MO 64106

Vendor must clearly mark bid envelope, cover sheet or subject line as **Bid #580040-21-24**
Bid responses will be received by mail, courier, electronically, or hand delivered.
Late bids will not be accepted. It is the vendor's responsibility to verify that bids have been received on time.

2.0 DELIVERY LOCATIONS

Circuit Court of Jackson County, Missouri

Jackson County Courthouse
415 East 12th Street, Suite 800
Kansas City, MO 64106

Independence Annex
308 W. Kansas
Independence, MO 64050

Criminal Justice Building
1315 Locust
Kansas City, MO 64106

Community Justice Building
Computer Services
1305A Locust
Kanas City, MO 64106

Jackson County Records Center
1560 Geospace Drive
Independence, MO 64056

3.0 Scope of Work:

Upon award, this document will constitute a fixed price term and supply contract between the Circuit Court and the awarded vendor for providing **Employee Apparel with Logo** on an as needed basis throughout the Contract terms of November 1, 2021 through October 31, 2024. The Vendor must have the capability to provide embroidery on the apparel at a cost to be included in the bid pricing of each garment.

4.0 Specifications:

Embroidery Seal / Logo. **This is the logo (with Department Name), that will be applied on the left chest area on all apparel purchased, unless otherwise specified. Logo will be eight colors. Imprint to be on left and the size should be approximately 3" in diameter. Artwork will be submitted to awarded vendor. Embroidered stitch count: 20,793, PROOF REQUIRED.....**



DEPARTMENT NAME
IMPRINT COLORS

ROPE: YELLOW/GOLD
 CIRCUIT COURT OF JACKSON COUNTY – BLACK
 BEARS: BROWN
 UNITED WE STAND DIVIDED WE FALL – BLACK
 UNITED WE STAND BACKGROUND – YELLOW/GOLD
 STARS BACKGROUND: BLUE
 STARS – WHITE
 UNITED STATES COAT OF ARMS (RIGHT) BLACK
 CRESCENT MOON BACKGROUND – BLUE
 BEAR BACKGROUND UNDER MOON: RED
 CRESCENT MOON – BLACK
 ROMAN NUMERALS – BLACK
 WINGS ON SIDE OF HELMET: GREEN
 STATE MOTTO-SALUS POPULI SUPREME LEX ESTO – BLACK
DEPARTMENT NAME– YELLOW/GOLD

Polo Shirts: (Sizes Small – 5XL)
Fleece Jackets: (Sizes Small – 5XL)
Parkas: (Sizes Small – 5XL)
Ball Caps: One Size Fits All
Watch Caps/Cold Weather Caps: One Size Fits All

4.1 Artwork Process

Although the embroidery application logo is our standard, bidders must have the capability to design and execute proposed garment artwork for the Court. This artwork may vary per order in other methods of decoration, i.e. Screen Printing, Silk Screening, Heat Transfer, Debossed, Laser Etched etc. The artwork must be in electronic, e-mail format to the Court, as the selection of artwork, designs, graphics will be primarily decided through email communications.

5.0 Delivery Terms/Requirements All items shall be delivered F.O.B. (No Freight Charges or Fuel Surcharges) to the Circuit Courts Receiving Departments.

- 5.1 The Circuit Court Delivery hours are 8:00 am to 11:30 am and 1:00 pm to 4:30 pm Monday through Friday, except on observed holidays.
- 5.2 The Circuit Court requires that deliveries be made within 21 days after receipt of order. If order cannot meet this requirement, vendor shall notify Court Representative with revised delivery date.
- 5.3 Vendor must provide Delivery Ticket/Invoice to be signed by a designated Circuit Court employee.

5.4 The Circuit Court will not pay for any goods and/or service delivered by the vendor to any persons who is not authorized to receive delivery. The Circuit Court reserves the right to refuse making payment on any unsigned delivery ticket/invoice.

6.0 Brand Name Specified/Styles Preferred by the Court:

The brand names as specified on Pricing Page are to show the Circuit Court preferred quality of clothing items. If vendor has an equal quality item, then list it in the Alternate Brand section along with unit price and ordering number. If the Alternate brand section is left blank, the Circuit Court will presume the vendor bid the brand specified. NOTE: BRAND NAMES SPECIFIED MAY SUPERSEDE ANY OF THE EMPLOYEE APPAREL SPECIFICATIONS.

The Circuit Court has determined that the Gildan, San Mar, Port Authority, Law Pro apparel meet the specifications required by the Court. These manufacturers' references are not intended to be restrictive, but descriptive of the type and quality the Court desires to purchase. Bids for similar manufactured products of like quality will be considered if this information is fully noted with the manufacturers brand name and ordering #. The Court reserves the right to determine products of equal value. The Court reserves the right to order other brands and/or styles as necessary for specific programs or events during the duration of the agreement.

If samples are required, the Court will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidders name, bid number, manufacturer name and style number. Samples will be at no cost to the Court and will be returned at the expense of the bidder.

7.0 Workmanship

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. Workmanship shall include all items of fabrication, regularly furnished or required for completion of the services. Personnel skilled in their respective lines of work shall execute all work.

8.0 Pricing Structure:

Prices shall be stated as the Unit Price – Price per each to include shipping / fuel surcharges / embroidery / type-setting / screen printing. Bid price must be all inclusive, which includes cost of delivery. Circuit Court is tax exempt. Pricing is to include any or all freight, discounts and deductions, and is to be less state taxes, for which an exemption certificate will be furnished upon request. **The Pricing** Page(s) is the required submittal form which must be submitted with the bid package. Prices shall be stated as the Per Hour Price and should remain firm and final for the duration of the initial contract term beginning November 1, 2016 through October 31, 2019 . Price Escalations are allowable under this contract. All fuel surcharges shall be included in the fixed price and as such not be listed on any invoice as a separate line item.

8.1 Price Re-determination (Escalation/De-escalation Clause)

In the event prevailing market conditions warrant an adjustment in contract pricing during the contract term, or for any renewal periods of contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the Circuit Court.

8.1.1 Vendor shall give written notice to the Director of Court Services of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of said price change. Such notice must be accompanied by a copy of the supplier's (manufacturer's) advisory or notification to the vendor of a justifiable price change. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's (manufacturer's) notice.

Company Name

Signature

Date

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- 8.1.2**
- 8.1.3** Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustments shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).
- 8.1.4** The yearly increase or decrease in the Consumer Price Index shall be that latest Index published and available for the comparable month, one-year prior.
- 8.1.5** Any requested adjustment shall be fully documented and submitted to the Circuit Court of Jackson County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.
- 8.1.6** If after evaluation, The Circuit Court reserves the right to cancel the contract upon fifteen (15) calendar days with written notice if we do not accept the adjusted costs if they are not properly documented, or considered to be excessive, or considered to be insufficient.
- 8.1.7** Any approved price changes shall be honored for all orders received by the contractor after the effective date of such approved price change.
- 8.1.8** Approved price changes are not applicable to orders already placed and in the process of delivery at the time of a price change.
- 8.1.9** The Circuit 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.
- 8.1.10** If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be cancelled and a new contract will be solicited.
- 8.1.11** Price decreases are allowed at any time.

THE CIRCUIT COURT SHALL NOT BE REQUIRED TO PLACE MINIMUM ORDERS

Company Name

Signature

Date

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9.0 Applicable Laws:

Vendor shall follow all applicable State of Missouri laws and regulations necessary to perform services pertaining to this Invitation for Bid.

Right to Work Law:

"All contractors doing business in the State of Missouri and working on behalf of the Circuit Court of Jackson County MUST ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government." If Circuit Court determines that a current contractor employs any persons not eligible to Work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing business with the Circuit Court of Jackson County Mo.

10.0 Contract Award Notice:

This term and supply contract will be awarded to the most responsible, responsive bidder whose bid, conforming to the solicitation, will be most advantageous to the Circuit Court with regards to lowest and best bid. The Senior Purchasing Agent and Director of Court Services 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 Circuit Court. The Purchasing Agent and Director of Court Services also reserves the right to automatically extend this contract for a period not to exceed ninety (90) calendar days past original or renewal contract expiration date, utilizing the then current pricing, in order to provide the Circuit Court with continual services while a new contract is being solicited, evaluated, and awarded. By affixing its authorized signature to the Offer Signature Page, the Vendor hereby acknowledges and agrees to these rights.

11.0 Warranty:

Vendor warrants that all goods furnished hereunder will conform in all respects to the terms of this solicitation, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design.

Contractor warrants that said goods are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

Circuit Court may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance shall not relieve the Contractor of its' responsibility.

The Contractor further agrees, upon notice from the Circuit Court, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Circuit Court, which may be required to make good all defects in design and material under its' intended use, for a period of one (1) year or manufacturer's extended warranty, with the period commencing on the date of acceptance by the Circuit Court. The Contractor shall receive no compensation for cost in replacement of goods or workmanship.

12.0 Termination for Convenience:

The assigned Purchasing Agent may terminate performance of work under this contract in whole or in part whenever, for any reason, the assigned Purchasing Agent shall determine that the termination is in the best interest of the Jackson County Circuit Court. In the event that the assigned Purchasing Agent elects to terminate this contract pursuant to this provision, they shall provide the Vendor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Vendor shall continue to perform any part of the work that may not have been terminated by the notice.

13.0 Rights and Remedies:

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

If it is determined, after notice of termination for cause, that Vendor's failure was due to causes beyond the control of or negligence of the Vendor, the termination shall be a termination for convenience.

In the event of termination, the Vendor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by Circuit Court Subject to any offset by Jackson County Court for actual damages including loss of state matching funds. The rights and remedies of the Circuit Court provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

14.0 Force Majeure:

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

15.0 Waiver:

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 Circuit Court shall not constitute a waiver.

16.0 Conflict of Interest:

The Vendor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the Jackson County Circuit Court and who are providing services involving this contract or services similar in nature to the scope of this contract to the Jackson County Circuit Court. Furthermore, the Vendor shall not knowingly employ, during the period of this contract or any extensions to it, any Jackson County Circuit Court employee who has participated in the making of this contract until at least two years after his/her termination of employment with the Jackson County Circuit Court.

17.0 Insurance:

The Contractor shall understand and agree that the Circuit Court cannot save and hold harmless and/or indemnify the Contractor against any liability incurred or arising as a result of any activity of the Contractor related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Circuit Court, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate commercial general liability. 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. The insurance shall include an endorsement that adds the Circuit Court as an additional insured. See insurance table below for full itemization of coverage.

18.0 Anti-Trust

Submission of a bid constitutes an assignment by Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.

19.0 Equal Opportunity Clause

19.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

19.2 The bidder's attention is directed to all federal, state and local laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex.

20.0 Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

21.0 Conflict Of Interest

The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official or employee is financially interested, directly or indirectly, in the purchase of the goods or services specified in this contract.

PART II CONTRACTOR'S RESPONSIBILITIES

1.0 Equal Employment Opportunity:

The awarded Contractor shall be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR Chapter 60).

2.0 E-Verify:

Formerly the Basic Pilot/Employment Eligibility Verification Program is an online system operated jointly by the Department of Homeland Security and the Social Security Administration (SSA). In compliance with Missouri HB 1549, effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2.1. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Circuit Court) to a business entity, the business entity (Contractor) 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 sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

2.2. The Contractor must complete and return the Affidavit of Compliance with Section 285.530 RSMo; page 14. Upon contract award the Contractor MUST enroll in the E-Verify program provide the E-Verify Memorandum of Understanding that was completed when Contractor enrolled in the E-Verify program.

3.0 Excessive Unemployment:

During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which that state, as determined by the Labor and Industrial Relations Commission) may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the vendor and approved by the contracting officer. (See section 290.550 through 290.580, RSMo).

3.1. *Restrictive states are as follows:* Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

4.0 Transient Employer:

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

5.0 Wage Subsidies, Bid Supplements, and Rebates:

No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in section 290.262.

5.1. In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsections 1 or 2 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610 RSMo.

5.2. Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in section 290.262 for each hour that work was performed. It shall be the duty of the Circuit Court to calculate the dollar amount owed to the public body under this section.

6.0 Applicable Laws:

Contractor shall follow all applicable State of Missouri laws and regulations necessary to perform services pertaining to this Invitation for Bid. **Uniform Commercial Code** – The successful vendor and Circuit Court agree that they have all rights, duties, and remedies available as stated in the UCC.

7.0 Certificate of Authority:

All Foreign corporations transacting business in the state of Missouri must have obtained a "Certificate of Authority" form – Corp – 42 from the Missouri Secretary of State. 31.1 Every foreign corporation now doing business in or which may hereafter do business in the state of Missouri without a certificate of authority shall be subject to a fine of not less than \$1,000.00 (see sections 351.572 and 351.574, RSMo).

8.0 Right to Work:

"All contractors doing business in the State of Missouri and working on behalf of the Jackson County Circuit Court MUST ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."

8.1. Contractor certifies, by signing their bid proposal Contractor Information/signature page of this IFB that all employees of the Contractor are legally eligible to work within the United States.

9.0 If Circuit Court determines that a current contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing business with the Jackson County Circuit Court.

10.0 Insurance:

Bidder will be required to purchase and maintain during the life of the contract Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than those set forth below:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Missouri
2. Employer's Liability A. Each Accident B. Disease-Each Employee C. Disease-Policy Limit	\$100,000.00 \$100,000.00 \$100,000.00
3. Commercial General Liability A. Each Occurrence B. Products/Completed Operations C. Personal and Advertising Injury D. General Aggregate	\$1,000,000.00 \$5,000,000.00 \$1,000,000.00 \$5,000,000.00
4. Business Automobile Liability	\$1,000,000.00

- 10.1.** The Bidder shall provide the Circuit Court with a Certificate of Insurance after award is made but before commencing work in connection with the contract, evidencing the coverage's above. Such insurance certificates shall have an endorsement that names Jackson County Circuit Court as a "Certificate Holder Additional Insured" for its interest on all policies of insurance, except Worker's Compensation and provide that the Circuit Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage.

11.0 Indemnification:

"Contractor shall bear all loss, expenses (including reasonable attorney fees), and damage in connection with, and shall indemnify and hold harmless Circuit Court Services, the Sixteenth Judicial Circuit of Missouri, Jackson County, Missouri, and the State of Missouri from all claims, demands and judgments made or recovered against Circuit Court Services, the Sixteenth Judicial Circuit of Missouri, Jackson County, Missouri, and the State of Missouri, and their officers, employees and agents, arising out of, incidental to, or in connection with, Contractor's work under this contract. Contractor's agreement to indemnify and hold harmless the parties referenced in this paragraph shall apply to any act of omission or commission by Contractor, its employees, and its agents, including negligence. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the Sixteenth Judicial Circuit of Missouri, the Circuit Court Division, Circuit Court Services, and the State of Missouri."

- 11.1.** Further, the Contractor shall fully indemnify, defend, and hold harmless the Circuit Court from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Circuit Court's misuse or modification or Contractor's products or Circuit Court's operation or use of Contractor's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Circuit Court the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Circuit Court the right to continue using the product,

the Contractor shall remove the product and refund the Circuit Court the amounts paid in excess of a reasonable rental for past use. The Circuit Court shall not be liable for any royalties.

- 11.2.** The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Circuit Court giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Circuit Court in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

12.0 Vendor Liability:

The vendor shall be responsible for any and all personal injury or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, and requirements of the contract. In addition, the vendor assumes the obligation to save the Court, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold the Court, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any other person under the supervision of the vendor under the terms of the contract.

- 12.1.** The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Court, including its agencies, employees, and assignees.

- 12.2.** The vendor shall be liable for any of the following: (1) third party claims against the Court for losses or damages (other than those listed above); (2) loss of, or damage to, the Court's records or data; or (3) economic consequential damages or incidental damages, even if the vendor is informed of their possibility.

13.0 Vendor's Status:

The vendor represents him or herself to be an independent contractor offering such services to the general public and shall not represent him/her to be an employee of the Circuit Court. Therefore, the vendor shall assume all legal and financial responsibility for taxes, FICA, fringe benefits, workers compensation, employee insurance, minimum wage requirements, etc., and agrees to indemnify, save, and hold the Circuit Courts its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Bidder must be authorized distributor for the manufacturer listed in this Invitation For Bid.

14.0 Licenses:

All special licenses, permits, and/or inspection costs which may be required in the course of exceptional work under this contract from any entity of local, state or federal government shall be obtained by the contractor on behalf of the Circuit Court and shall be billed to the work requiring such. This does not apply to normal licenses, permits, and/or inspection costs which are required by electrical industry.

15.0 Award of Contract:

Bid will be awarded to "Low and Best" bid as determined by the Circuit Court. The contract shall be awarded to the responsible vendor whose bid is determined to be the most advantageous to Circuit Court, taking into consideration the evaluation factors and criteria set forth in the Invitation for Bid.

15.1. NOTICE OF AWARD

After considering the basis of award and evaluation of bids, the Circuit Court will, within thirty (30) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Vendor will have **five (5)** calendar days to return the signed notice of award and any requested submittals, such as certificate of insurance or proof of business licenses.

16.0 Bid Protest: Any protest concerning the award of a contract shall be decided by the Director of Court Services 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 cashiers check or bond. The Director of Court Services will respond to the written protest within fourteen (14) days of its receipt. The Director of Court Services decision relative to the protest shall be final and no further appeals will be recognized.

Upon receipt of a protest the Circuit 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 cashiers 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 Circuit Court of Jackson County. Money will be refunded to the submitting vendor only if the protest is found to be in their favor.

17.0 Quantity Changes:

Circuit Court reserves the right to make changes in quantity, products, services in bid as required by Circuit Court budgetary allowances.

18.0 Split Award: *Circuit Court reserves the right to split the award between vendors.*

19.0 References:

Upon award Vendor must supply Circuit Court with 3 current references (if vendor is not a current vendor with Circuit Court).

20.0 Change Orders:

A written change order MUST be issued by Circuit Court prior to commencing any additional work not authorized in the Bid Document or original Purchase Order. Work performed without this authorization shall be at the contractor's sole risk and expense.

21.0 Billing:

The vendor will be responsible to issue an invoice to the Circuit Court for the Agreement Price of the awarded bid.

All invoices shall be directed to:

Circuit Court Of Jackson County
415 East 12th Street
Budget Office
9th Floor
Kansas City, MO. 64106
Circuit16ap@courts.mo.gov
816-881-1222

22.0 For Questions concerning this bid contact Michelle Walker at 816-881-3661 or mwalker1@courts.mo.gov.

- 22.1.** If communication is required between potential vendors and individuals employed by the Circuit Court regarding this project it is restricted to communication with the purchasing staff designated as the point of contact for this Invitation for Bid. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition as well as suspending the vendor from future bid/proposal invitations.

GENERAL CONDITIONS AND TERMS OF CONTRACT

1. General Conditions:

Bids are made upon, and are subject to the following conditions and those listed on the Bid sheet. Upon acceptance by the Circuit Court, a bid and the purchase order issued thereon shall constitute a contract for furnishing the items described in the bid in strict conformity with the contract instrument.

2. The Circuit Court reserves the right to reject all or part of bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the Circuit Court. The Circuit Court Division shall consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.

3. Unless otherwise required by the terms of the Bid Request, all goods to be Furnished shall be the best of their kind.

4. By virtue of statutory authority, the Acting Director, Court Services, 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 delivery price is same or less.

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

6. The Circuit Court will not be responsible for articles or services furnished without a Purchase Order.

7. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Circuit Court is upon the vendor.

8. All invoices and correspondence shall show the number of Purchase Order. All invoices shall be rendered in duplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.

9. Vendor agrees to defend, protect, and hold the Circuit Court harmless from any claims and actions arising out of patent infringement.

10. The Circuit Court reserves the right to cancel all or any part of the contract if shipment is not made as promised. Purchasing shall be notified by the vendor if shipment cannot be made as promised.

11. In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Circuit Court, it will be the policy of the Circuit Court to encourage the purchase of products manufactured or assembled or produced in the United States, provided, However that this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00.

12. If successful bidder **is not** a current vendor with Circuit Court you must submit 3 current references with bid.

13. Authorized signature must be on bid as well as the printed name and telephone number. Bid is not valid unless signed by an authorized representative of the firm providing the quotation.

14. Do not include taxes in prices quoted. The Circuit Court of Jackson County Missouri is exempt from Federal transportation and state sales tax Sec. 39(10) Article 3 of **Missouri** Constitution of July 1, 1946. Federal Tax Exemption Number 43-91-0217-K Federal Tax I.D. Number: 44-6000524 Missouri Tax Exemption Number 1249567.

14.1. A Missouri Project Exemption Certificate is available upon request.

INSTRUCTIONS TO BIDDER

- 1.0 If the item bid has a trade name, brand, and/or catalog number, such must be stated in the bid.
- 2.0 Bids shall indicate the unit price, intended to indicate the total bid, any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except when the bidder clearly indicates that the total price is based on consideration of being awarded the entire lot.
- 3.0 Time of proposed delivery must be stated in definite terms.
- 4.0 Samples, when required must be furnished prior to the closing date or within the time specified on the bid.
- 5.0 The brand name as specified on the Pricing Page is to show the Circuit Court preferred quality of product. If bidder has an equal quality item, then list it as an alternate section (below) along with unit price.
Bids for similar product of like quality will be considered if the information is fully noted with brand name and specification. **The Court reserves the right to determine products of equal value.** If samples are required, the Court will notify the bidder in writing with deadline for submission of samples.

CONDITIONS

Bids are made upon, and are subject to the following conditions and those listed on the bid sheet. Upon acceptance by the Circuit Court, a bid and the purchase order issued thereon shall constitute a contract for furnishing the items described in the bid in strict conformity with the contract instrument.

1. The Circuit Court reserves the right to reject all or part of bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the Circuit Court. The Circuit Court shall consider bids submitted on an all or nothing basis if the bid is clearly designated as such.
2. Each bid will be analyzed and the award will be made on the basis of the lowest price and the best value.
3. Whenever the name of the manufacturer or the vendor is mentioned on the request for quotation and the words "or equal" shall follow such designations unless the request for quotation specifies "no substitutions". The Circuit Court may assume that items bid are as equal or it may request samples and proof thereof and unless approved before shipment, the Circuit Court reserves the right to return at the bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original bid price.
4. If the vendor proposed to furnish an item of a different manufacturer or vendor than that mentioned on the request for quotation, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated.
5. Unless otherwise required by the terms of the Bid Request, all goods to be furnished shall be the best of their kind.
6. Prices quoted are to be firm and final. All prices quoted are net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids.
7. The vendor 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.
8. Shipments shall be marked as directed on Purchase Order.
9. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the vendor. C.O.D. shipments will not be accepted.
10. The Circuit Court will not be responsible for articles or services furnished without a Purchase Order.
11. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Circuit Court is upon the vendor.
12. All invoices and correspondence shall show number of Purchase Order. All invoices shall be rendered in triplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.
13. Vendor agrees to defend, protect, and hold the Circuit Court harmless from any claims and actions arising out of patent infringement.
14. The Circuit Court reserves the right to cancel all or any part of the contract if shipment is not made as promised. Court Services shall be notified by the vendor if shipment cannot be made as promised.
15. By virtue of statutory authority, the Director, Court services, shall give reference to all commodities manufactured, mined produced or grown within the State of Missouri and to all firms, corporations or individual doing business as Missouri firms, corporations or individuals when quality is equal or better and delivery price is same or less.
16. In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration repair or maintenance of any public works in connection with the Court, it will be the policy of the Court to encourage the purchase of products manufactured or assembled or produced in the United States, provided, however, that this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00

Cooperative Procurement

This section is optional, it will not affect this award, if awarded the proposed contract, would you sell under the prices and terms and conditions of this contract to any municipality, county, state, governmental public utility, non-profit, hospital, educational institute, special government agency and non-profit corporation performing governmental functions that participate as a joint proposer in or is represented by the Mid-America Council of Public Purchasing and/or Mid-American Council in the greater Kansas City Metropolitan trade area? There shall be no obligation on the part of any member of said council to utilize this contract

Yes No Initials _____

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**Circuit Court of Jackson County
Bid #580040-16**

Pricing Page

POLO SHIRTS W/Embroidered Seal (No Substitutes)					
100% Snag Proof Polyester					
Item #	SHORT SLEEVE - MEN	SIZE	Price 1-6	Price 7-12	Price 13-24
1	San Mar CS412	Small			
2	San Mar CS412	Medium			
3	San Mar CS412	Large			
4	San Mar CS412	XLarge			
5	San Mar CS412	2X			
6	San Mar CS412	3X			
7	San Mar CS412	4X			
8	San Mar CS412	5X			
9	San Mar CS412	4XTall			
10	San Mar CS412	5XTall			
11	Extreme Performance #85114T	5XTall			
Item #	SHORT SLEEVE - WOMEN	SIZE	Price 1-6	Price 7-12	Price 13-24
1	San Mar CS413	Small			
2	San Mar CS413	Medium			
3	San Mar CS413	Large			
4	San Mar CS413	XLarge			
5	San Mar CS413	2X			
6	San Mar CS413	3X			
7	San Mar CS413	4X			

Item #	LONG SLEEVE - MEN	SIZE	Price 1-6	Price 7-12	Price 13-24
1	San Mar CS412LS	Small			
2	San Mar CS412LS	Medium			
3	San Mar CS412LS	Large			
4	San Mar CS412LS	XLarge			
5	San Mar CS412LS	2X			
6	San Mar CS412LS	3X			
7	511 Model S2049	4X Tall			
8	511 Model S2049	5XTall			
Item # LONG SLEEVE - WOMEN					
Item #	LONG SLEEVE - WOMEN	SIZE	Price 1-6	Price 7-12	Price 13-24
1	San Mar CS413LS	Small			
2	San Mar CS413LS	Medium			
3	San Mar CS413LS	Large			
4	San Mar CS413LS	XLarge			
5	San Mar CS413LS	2X			
6	San Mar CS413LS	3X			
7	San Mar CS413LS	4X			
POLO SHIRTS W/Debossed, Laser, Seal & Wording					
100% Snag Proof Polyester					
Item #	SHORT SLEEVE - MEN	SIZE	Price 1-6	Price 7-12	Price 13-24
1	San Mar CS412	Large			
2	San Mar CS412	XLarge			
Alternate Brand					
1		Large			
2		XLarge			
SWEATSHIRTS					
Bella+Canvas Sponge Fleece Drop Shoulder Sweatshirt (No Substitute)			Price 1-6	Price 7-12	Price 13-24
UNISEX					
1	SanMar BC3945	Xsmall			
2	SanMar BC3945	Small			
3	SanMar BC3945	Large			
4	SanMar BC3945	XL			
5	SanMar BC3945	2XL			

	HOODIE w/Embroidered Seal				
	80/20 Cotton/Poly; 100% Cotton Face; Front Pockets; 1X1 Rib Knit Cuffs; Twill Back Neck Tape; Stitched Eyelets; Jersey-Lined Hood; Exposed Antique Brass YKK Zipper; Natural Flat Draw Cord; Locker Patch for Printable Label; Tear-Away Label				
	UNISEX		Price 1-6	Price 7-12	Price 13-24
1	Next Level Beach Fleece Full Zip NL9602	Small			
2	Next Level Beach Fleece Full Zip NL9602	Medium			
3	Next Level Beach Fleece Full Zip NL9602	Large			
4	Next Level Beach Fleece Full Zip NL9602	Xlarge			
5	Next Level Beach Fleece Full Zip NL9602	2X			
6	Next Level Beach Fleece Full Zip NL9602	3X			
7	Next Level Beach Fleece Full Zip NL9602	4X			
	Alternate Brand				
	UNISEX	SIZE	Price 1-6	Price 7-12	Price 13-24
1		Small			
2		Medium			
3		Large			
4		Xlarge			
5		2X			
6		3X			
7		4X			

	100% Taslan Shell; 100% Polyester Fleece Hood Lining; 100% Polyester Sleeve Lining; Drawcord Hood; Zippered Front Pockets w/Interior Zippered Pocket				
	MEN		Price 1-6	Price 7-12	Price 13-24
1	Port Authority J327	Small			
2	Port Authority J327	Medium			
3	Port Authority J327	Large			
4	Port Authority J327	Xlarge			
5	Port Authority J327	2X			
6	Port Authority J327	3X			
7	Port Authority J327	4X			
	Alternate Brand				
	MEN	SIZE	Price 1-6	Price 7-12	Price 13-24
1		Small			
2		Medium			
3		Large			
4		Xlarge			
5		2X			
6		3X			
7		4X			

	WOMEN		Price 1-6	Price 7-12	Price 13-24
1	Port Authority J327	Small			
2	Port Authority J327	Medium			
3	Port Authority J327	Large			
4	Port Authority J327	Xlarge			
5	Port Authority J327	2X			
6	Port Authority J327	3X			
7	Port Authority J327	4X			
	Alternate Brand				
	WOMEN	SIZE	Price 1-6	Price 7-12	Price 13-24
1		Small			
2		Medium			
3		Large			
4		Xlarge			
5		2X			
6		3X			
7		4X			

	FLEECE JACKETS w/Embroidered Seal				
	100% Polyester				
	MEN		Price 1-6	Price 7-12	Price 13-24
1	Port Authority Microfleece F223	Small			
2	Port Authority Microfleece F223	Medium			
3	Port Authority Microfleece F223	Large			
4	Port Authority Microfleece F223	Xlarge			
5	Port Authority Microfleece F223	2X			
6	Port Authority Microfleece F223	3X			
7	Port Authority Microfleece F223	4X			
	Alternate Brand				
	MEN		Price 1-6	Price 7-12	Price 13-24
1		Small			
2		Medium			
3		Large			
4		Xlarge			
5		2X			
6		3X			
7		4X			
	WOMEN		Price 1-6	Price 7-12	Price 13-24
1	Port Authority Microfleece L223	Small			
2	Port Authority Microfleece L223	Medium			
3	Port Authority Microfleece L223	Large			
4	Port Authority Microfleece L223	Xlarge			
5	Port Authority Microfleece L223	2X			
6	Port Authority Microfleece L223	3X			
7	Port Authority Microfleece L223	4X			
	Alternate Brand				
	WOMEN		Price 1-6	Price 7-12	Price 13-24
1		Small			
2		Medium			
3		Large			
4		Xlarge			
5		2X			
6		3X			
7		4X			

	PARKA w/Embroidered Seal				
	100% Polyester; Waterproof Shell; Quilted Interjacket; Detachable Hood; Zippered Check Pocket (2 Embroidered Seals)				
	MEN		Price 1-6	Price 7-12	Price 13-24
1	Port Authority J302	Small			
2	Port Authority J302	Medium			
3	Port Authority J302	Large			
4	Port Authority J302	Xlarge			
5	Port Authority J302	2X			
6	Port Authority J302	3X			
7	Port Authority J302	4X			
	Alternate Brand				
	MEN		Price 1-6	Price 7-12	Price 13-24
1		Small			
2		Medium			
3		Large			
4		Xlarge			
5		2X			
6		3X			
7		4X			
	WOMEN		Price 1-6	Price 7-12	Price 13-24
1	Port Authority J302	Small			
2	Port Authority J302	Medium			
3	Port Authority J302	Large			
4	Port Authority J302	Xlarge			
5	Port Authority J302	2X			
6	Port Authority J302	3X			
7	Port Authority J302	4X			
	Alternate Brand				
	WOMEN		Price 1-6	Price 7-12	Price 13-24
1		Small			
2		Medium			
3		Large			
4		Xlarge			
5		2X			
6		3X			
7		4X			

	TACTICAL PARKA					
	100% Nylon Hardshell Outer Jacket; 10K/6K Waterproof/Breathable Rating; Fully Seam Sealed; 100% Polyester Plain Eave Face with Micro Fleece Backer Soft Shell Inner Jacket (2 Embroidered Seals) (No Substitutes)			Price 1-6	Price 7-12	Price 13-24
1	5.11 Bristol 48152	X Small				
2	5.11 Bristol 48152	Small				
3	5.11 Bristol 48152	Medium				
4	5.11 Bristol 48152	Large				
5	5.11 Bristol 48152	Xlarge				
6	5.11 Bristol 48152	2XL				
7	5.11 Bristol 48152	3XL				
8	5.11 Bristol 48152	4XL				
9	5.11 Bristol 48152	5XL				
	TACTICAL PANTS					
	Tactical Cotton Canvas Pant; Khaki (055) (No Substitutes); Un-Hemmed					
	MEN					
1	5.11 Tactical 74251	Short				
2	5.11 Tactical 74251	Regular				
3	5.11 Tactical 74251	Tall				
	WOMEN					
1	5.11 Tactical 64358	Short				
2	5.11 Tactical 64358	Regular				
3	5.11 Tactical 64358	Tall				
	CAP; Brushed Cotton 6-Panel Cap w/Embroidered Seal			Price 1-6	Price 7-12	Price 13-24
1	Cap; one size fits all					
	WATCH CAP - COLD WEATER - No Seal			Price 1-6	Price 7-12	Price 13-24
1	Law Pro Premium Watch Cap - one size fits all - Mfg. #425-6636					
	Alternate Brand					
1				Price 1-6	Price 7-12	Price 13-24

1	EMBROIDERED SEAL ONLY		Price
	For Existing Apparel		
1	ARTWORK DESIGN CHARGE		Price
	Set Up Fee – Embroidered		
1	ARTWORK DESIGN CHARGE		Price
	Set Up Fee – Debossed, Laser Etched		

AFFIDAVIT

Now comes in 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 Bidder)

and have been authorized by said Bidder to make this affidavit on its behalf;

2. That no officer, agent or employee of the Jackson County Circuit Court is financially interested, directly or indirectly in what Bidder is offering to sell to the Jackson County Court pursuant to this Invitation For Bid.

3. That if Bidder were awarded any contract job, work or service for the Jackson County Circuit Court, no officer, agent or employee of the Circuit Court would be pecuniary interested in or receive any benefit from the profit or emoluments of such;

4. That Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation For Bid.

5. That all employee's assigned to do work at the Jackson County Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."

6. It is our understanding that all informational materials and files reviewed which has been provided on a need-to-know basis in the performance of this contract shall be privileged and held confidential. It is agreed that information regarding the Circuit Court shall not be shared or discussed with any persons outside the Circuit Court without the express written consent of the Circuit Court. In the event there is reason to believe that the confidentiality of this information has been breached, the Court Administrator shall be notified immediately.

_____ (Name of Affiant)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

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

NOTARY PUBLIC in and for the County of _____

State of _____

(SEAL)

My commission expires: _____

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Contract #580040-21-24

It is my understanding that information related to the above referenced contract has been provided to me on a need-to-know basis and that in accordance with the contract, all information, materials, and files reviewed in the performance of this contract shall be privileged and held confidential.

Therefore, I hereby agree not to share or discuss said information with any person(s) outside of the 16th Circuit Court without the express written consent of the 16th Circuit Court.

In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the Court Administrator immediately.

Signature

Date

Printed Name

Company Name_____

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