



Invitation for Bid

16TH Judicial Circuit Court of Missouri
Family Court Division
Office of the Purchasing Department
625 East 26th Street
Kansas City, Missouri 64108
Phone: (816) 435-4780/Fax: (816) 435-8039
<http://www.16thcircuit.org/family-court-bids>



Neil Struchtemeyer, CPPB
 Senior Purchasing Agent

Phone: (816) 435-4780
 E-Mail: Neil.Struchtemeyer@courts.mo.gov

Bottled Water Service **Bid Number: 10009890**

The purpose of this Invitation for Bid, herein referred to as ("bid") is to seek competition among competitors and to establish and award a fixed price contract for providing **Bottled Water Service** to the Jackson County Family Court, herein referred to as the ("Family Court").

The awarded contract shall be between the Family 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. Bids are made upon, and are subject to the subsequent listed conditions and any addendums issued. Upon acceptance by the Family Court, a supplier's bid response and acceptance of the bid contract award letter issued to supplier shall constitute the contract for providing the **bottled Water service** as described in this bid in strict conformity with the contract instrument, thus eliminating the need for a formal signed contract.

Bid issue date: Tuesday, August 19, 2025

Bid closes: Thursday, September 11, 2025 @ 9:55 a.m. Local Time (Central)
 Bids MUST be submitted prior to the closing date and time to be eligible for consideration. Bids will be publicly opened and read at 10:00 a.m. Local Time (Central). Bids received after the deadline designated shall not be considered.

Contract term: October 1, 2025 through September 30, 2028

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

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".

For all questions regarding this bid contact Neil Struchtemeyer at (816) 435-4780 or by e-mail to Neil.Struchtemeyer@courts.mo.gov.

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 suppliers and individuals employed by the court regarding this IFB it is restricted to written communication with the senior purchasing agent.

Timeline schedule:

Bid issue date	Tuesday, August 19, 2025
Bid due date	Thursday, September 11, 2025 @ 9:55 a.m. Local Time (Central)
Bid evaluation	September 11 through September 18, 2025
Award date	Monday, September 22, 2025 or before
Contract term	October 1, 2025 through September 30, 2028 with possible three (3) one-year renewal periods

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

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 unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The Family Court 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.

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: Bids will be submitted 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 **10:00 AM** local time (Central). **Bids received after 9:55 a.m. CST on Thursday, September 11, 2025 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 10009890 - Bottled Water Service**, with date and time of bid opening, and the bidder's name and address. **Telephone, faxed or e-mailed 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, you offer to enter into the proposed contract and your offer is not revocable for ninety (90) days following the response deadline indicated herein.

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.

Bidders 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 and contract award: In awarding the contract; the bid award will be based on the most responsive and responsible bidders offering the best perceived pricing as deemed by the Family Court. (No split awards).

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 deemed most advantageous to the Family Court.

The contract award will be made no later than **Monday, September 22, 2025** by means of an Award Letter.

Only awarded supplier will be notified. Bidders may send email to Neil.Struchtemeyer@courts.mo.gov any time after Monday, September 22, 2025 to get bid award results.

Tie bid: In the event of a tie bid, the senior purchasing agent will write the tie bidders' names on separate pieces of paper. The names will then be placed in an empty box and a designated employee will draw a name from the box without examining the contents of the box. Three witnesses must be in attendance. The name drawn will then become the awarded supplier. The purchasing official and the witnesses shall document and attest to the results. Bidders may attend the drawing.

Protest of award: Any protest concerning the award of a contract shall be decided by the Budget and Fiscal Operations 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 bidder 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 in REMARKS below).

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

Note: If you are not submitting a bid, please e-mail this form to nstrucht@court.mo.gov, otherwise disregard and submit the required submittal pages marked "Return Page".

1.0 Scope of service

1.1 This bid document [upon award] shall constitute a fixed price term and supply contract between the Family Court and the supplier, collectively referred to as the "parties" for the selling and delivery of **Bottled Water Service**. The term "offers" as used herein refers to the supplier's offer made in response to this Invitation for Bid.

1.1.1 The contract term will begin on **October 1, 2025** and end on **September 30, 2028** with a possible three (3) one-year renewal periods and shall be assigned Bid Contract Number 4601102025.

1.1.2 This contract shall be an open account (pay by invoice account) and billed accordingly. The Family Court Purchasing Department shall issue a purchase order as a means to encumber funds and to place the order for **Bottled Water Service**.

1.1.3 The supplier shall provide Premium Quality Drinking Water in five (5) gallon plastic bottles as specified in Section 4.0. No minimum orders shall be required to be placed!

1.1.3.1 Bottled water must be Purified Drinking Water and processed in an approved FDA facility.

1.1.3.2 **Family Court requests that no deposit** will be required on the 5-gallon plastic bottles. However, if a deposit is required, indicate the amount of the deposit in the appropriate space on the Pricing Structure Section 5.0.

1.1.3.3 Racks for bottled water shall be furnished, if requested, by the supplier at no charge to the Family Court.

1.1.3.4 **Family Court requests that no rental fee** will be required for the bottled water dispensers. However, if a rental fee is required, indicate the amount of the monthly rental in the appropriate space on the Pricing Structure Section 5.0.

1.1.3.4.1 Defective bottled water dispenser equipment shall be repaired or replaced within 48 hours after notification at no additional charges to the Family Court.

1.1.3.4.1 Supplier must clean and perform maintenance on supplied bottled water dispensers at intervals not to exceed six (6) months to ensure drinking water quality.

1.1.4 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.

1.2 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 Family Court Purchasing Department at (816) 435-4780 if delivery cannot be made within a reasonable amount of time. 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 must guarantee delivery to the Family Court regardless of any organized work stoppages.

2.0 Insurance

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

2.1.1 Worker's Compensation and Employer's Liability Insurance in accordance with state of Missouri statutory requirements.

Company name

Print name

Authorized signature

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2.1.2 General Commercial General Liability Insurance with the following limits: \$500,000.00 each occurrence; Products/Completed Operations at \$2,000,000.00; Personal and Advertising Injury at \$500,000.00; and General Aggregate at \$2,000,000.00

2.1.3 Automobile Liability Insurance, with a \$1,000,000 combined single limit per occurrence.

2.2 The supplier shall provide the Family Court with a Certificate of Insurance within 15 business days after award is made.

2.3 The insurance certificate shall name the Jackson County Family Court as the Certificate Holder with an endorsement modifying the policy to list the Family Court as additional insured for its interest on all policies of insurance, except Worker's Compensation and provide that the 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.

3.0 Delivery terms or requirements

3.1 The location for delivery of services is designated in Section 4.0.

3.2 Supplier shall provide all necessary transportation, delivery and initial service setup of bottled water dispenser equipment and ending service pickup of bottles and equipment at no additional cost to the Family Court.

3.3 The supplier shall provide bottled water every two weeks. Dirty or dusty water bottles will not be accepted.

3.4 Water, if required in between scheduled deliveries, shall be delivered as requested within 48 hours of request and at no additional cost to the Family Court.

3.5 Supplier at time of delivery shall provide a receipt and/or packing slip to be signed by the location representative. This receipt and/or packing slip **must** be sent with itemized monthly invoice. 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.

3.6 Family Court's delivery hours are 8:00 a.m. to 4:30 p.m. Monday through Friday, except on observed holidays. Family Court observed holidays are as follows: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day (observed), Washington's Birthday, Truman Day, Memorial Day, Independence Day, Juneteenth, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day

4.0 Equipment delivery locations and quantities

4.1 One (1) Hot and Cold-Water Dispenser, four (4) 5-gallon Drinking Water Bottles and Drinking Cups (if requested) shall be delivered to the Family Court's Warehouse which is located at 625 East 26th Street, West Side Metal Doors, Kansas City, Missouri 64108. Dispenser unit must plug into a standard 110/120-volt outlet.

4.2 One (1) Hot and Cold-Water Dispenser, four (4) 5-gallon Drinking Water Bottles and Drinking Cups (if requested) shall be delivered to the Family Court's Chamber Area which is located at 625 East 26th Street, 1st Floor, Kansas City, Missouri 64108. Dispenser unit must plug into a standard 110/120-volt outlet.

4.3 One (1) Hot and Cold-Water Dispenser, three (3) 5-gallon Drinking Water Bottles and Drinking Cups (if requested) shall be delivered to the lower level of the Kemp Building which is located at 2727 Gillham Road, Kansas City, Missouri 64108. Dispenser unit must plug into a standard 110/120-volt outlet.

4.4 One (1) Hot and Cold-Water Dispenser, five (5) 5-gallon Drinking Water Bottles and Drinking Cups (if requested) shall be delivered to the Nurse's Office, Room 52 which is located in the Administration Building of the Hilltop Residential Center, 301 NW Gregory Boulevard, Lee's Summit, Missouri 64064. Dispenser unit must plug into a standard 110/120-volt outlet.

4.5 If any additional equipment, delivery locations or quantity changes need to be added or made the purchasing agent will contact the supplier and arrangements shall be made accordingly. The current pricing structure in place will be utilized for any additional changes.

Company name

Print name

Authorized signature

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5.0 Pricing structure

5.1 Prices shall be stated as the cost per 5-gallon bottled water, rental fee for water dispenser (if applicable), deposit on 5-gallon plastic bottle (if applicable), and cost per sleeve of drinking cups (supplier will supply water dispenser equipment at no monthly charge and provide water racks and cup dispensers, if requested, at no charge to the Family Court).

5.1.1 Prices shall remain firm and fixed during the first year of the contract with an allowable increase in price for the second and third year and any subsequent renewal periods as defined in **section 3.1.3**. Prices shall remain firm and fixed for each year of the contract and any renewal period.

5.1.2 However; if at any time during the contract term a price increase is warranted **due to market conditions**, then the supplier may request an increase in pricing. Request **must be** accompanied by documentation as to why the increase is necessary.

5.1.3 The Family Court reserves the right to accept or reject any or all price increases as it deems to be in the best interest of the Court. **Any decrease in item pricing is allowed at any time.** By affixing their authorized signature, the supplier hereby acknowledges and agrees to this right.

5.1.4 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.

5.2 The Family Court shall not be required to place minimum orders, so base your price on this fact. **The Bottle unit price quoted shall include the cost for the product, labor, service fees, fuel surcharges and transportation for pickup and delivery services of the bottled water and empty containers.**

5.3 Pricing as follows from **October 1, 2025 to September 30, 2026:**

Item	Amount	Comments
5 Gallon Plastic Bottled Drinking Water	\$ _____ Cost per bottle	
Monthly rental fee for Hot and Cold-Water Dispenser	\$ _____ Cost per bottle	
Deposit on 5 Gallon Plastic Bottle	\$ _____ Cost per bottle	
Plastic Cups (if requested), Flat Bottom, 9 oz., 100/sleeve Cup Dispenser to be provided at no cost.	\$ _____ Cost per sleeve	

5.4 Pricing as follows from **October 1, 2026 to September 30, 2027:**

Item	Amount	Comments
5 Gallon Plastic Bottled Drinking Water	\$ _____ Cost per bottle	
Monthly rental fee for Hot and Cold-Water Dispenser	\$ _____ Cost per bottle	
Deposit on 5 Gallon Plastic Bottle	\$ _____ Cost per bottle	
Plastic Cups (if requested), Flat Bottom, 9 oz., 100/sleeve Cup Dispenser to be provided at no cost.	\$ _____ Cost per sleeve	

Company name _____

Print name _____

Authorized signature _____

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5.5 Pricing as follows from **October 1, 2027 to September 30, 2028:**

Item	Amount	Comments
5 Gallon Plastic Bottled Drinking Water	\$ _____ Cost per bottle	
Monthly rental fee for Hot and Cold-Water Dispenser	\$ _____ Cost per bottle	
Deposit on 5 Gallon Plastic Bottle	\$ _____ Cost per bottle	
Plastic Cups (if requested), Flat Bottom, 9 oz., 100/sleeve Cup Dispenser to be provided at no cost.	\$ _____ Cost per sleeve	

5.6 1st renewal pricing as follows from **October 1, 2028 to September 30, 2029:**

Item	Amount	Comments
5 Gallon Plastic Bottled Drinking Water	\$ _____ Cost per bottle	
Monthly rental fee for Hot and Cold-Water Dispenser	\$ _____ Cost per bottle	
Deposit on 5 Gallon Plastic Bottle	\$ _____ Cost per bottle	
Plastic Cups (if requested), Flat Bottom, 9 oz., 100/sleeve Cup Dispenser to be provided at no cost.	\$ _____ Cost per sleeve	

5.7 2nd renewal pricing as follows from **October 1, 2029 to September 30, 2030:**

Item	Amount	Comments
5 Gallon Plastic Bottled Drinking Water	\$ _____ Cost per bottle	
Monthly rental fee for Hot and Cold-Water Dispenser	\$ _____ Cost per bottle	
Deposit on 5 Gallon Plastic Bottle	\$ _____ Cost per bottle	
Plastic Cups (if requested), Flat Bottom, 9 oz., 100/sleeve Cup Dispenser to be provided at no cost.	\$ _____ Cost per sleeve	

5.8 3rd renewal pricing as follows from **October 1, 2030 to September 30, 2031:**

Item	Amount	Comments
5 Gallon Plastic Bottled Drinking Water	\$ _____ Cost per bottle	
Monthly rental fee for Hot and Cold-Water Dispenser	\$ _____ Cost per bottle	

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Print name _____

Authorized signature _____

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Item	Amount	Comments
Deposit on 5 Gallon Plastic Bottle	\$ _____ Cost per bottle	
Plastic Cups (if requested), Flat Bottom, 9 oz., 100/sleeve Cup Dispenser to be provided at no cost.	\$ _____ Cost per sleeve	

6.0 Billing

6.1 The supplier shall submit invoice(s), in accordance with the price as stated under Section 4.0 of this bid document to the following address for approval and payment. Invoices shall show a description for each item invoiced.

Jackson County Family Court
Accounting Department
625 E. 26th Street
Kansas City, Missouri 64108
(816) 435-4786

6.2 As an alternative to mailing the invoice, supplier 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.

6.3 Questions pertaining to payment for the Family Court shall be directed to the Accounts Payable Clerk at (816) 435-4786.

7.0 General conditions and terms of contract

7.1 Bids are made upon, and are subject to the subsequent listed conditions and any addendums issued. Upon acceptance by the Family Court, a supplier's bid response and acceptance by the Family Court upon issuance of an award letter shall constitute the contract for providing the **Bottled Water Service** as described in this bid in strict conformity with the contract instrument, thus eliminating the need for a formal signed contract.

7.2 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. Supplier(s) shall acknowledge receipt of all addendum(s) with submission of bid.

7.3 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.

7.4 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.

7.5 **Samples** of products being bid maybe required at any time. If requested, the samples must be furnished free of charge, including freight and/or applicable fuel surcharges.

7.6 The supplier shall understand and agree that the Family Court cannot save and hold harmless and/or indemnify the supplier against any liability incurred or arising as a result of any activity of the supplier related to the supplier's performance under the contract. Therefore, the supplier must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Family 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. Liability Insurance **must** include an endorsement modifying the policy to name the Family Court as an additional insured.

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Authorized signature

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7.6.1 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 or sub-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. The indemnification shall not apply to any demands, claims, or suits that arise as a result of the Family Court and all its officers, agents and employee's negligence or misconduct.

7.6.2 The supplier agrees to defend, indemnity, 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. The indemnification shall not apply to any demands, claims, or suits that arise as a result of the Family Court and all its officers, agents and employee's negligence or misconduct. Nor shall the indemnification apply to supplier's employees or any such persons that are under the direction of the Family Court's agents or employees.

7.7 Once a contract is awarded, the prices shall remain firm and fixed during the first year of the contract with an allowable increase in price for the second and third year and any subsequent renewal periods as defined in **section 5.0**. Prices shall remain firm and fixed for each year of the contract and any renewal period. If market conditions warrant an increase in pricing, refer to **section 5.1.2**.

7.7.1 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.

7.8 A purchase order will be issued by the Family Court Purchasing Department for the Bottled Water and Supplies for each year of the contracted year.

7.8.1 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.

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

7.9 Questions regarding any issues with this contract shall be made to the senior purchasing agent at Court.Purchasing@courts.mo.gov.

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

7.11 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.

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

7.12.1 No Premiums, rebates, or gratuities shall be given to any employee of the Family Court as a result of an awarded contract. Furthermore, the supplier shall not knowingly employ, during the term of this contract and/or any renewal periods any Family Court employee who has participated in the making of this contract until at least two years following their termination of employment with the Family Court.

7.13 Family Court is operated and funded on a **January 1 to December 31**. Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Company name

Print name

Authorized signature

Date

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7.13.1 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 senior purchasing agent.

7.13.2 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.

7.13.2.1 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 be obligated only for those services and materials rendered and accepted prior to the date of termination.

7.13.3 In the event of termination, the supplier shall receive payment prorated 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.

7.13.4 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.

7.14 **Equal Employment Opportunity:** 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.

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

7.16 **Venue:** 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.

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

7.18 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.

7.19 **Age and manufacture:** 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.

7.20 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.

7.20.1 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.

7.21 **Force Majeure:** 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.

Company name

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If yes, state where and why _____

Has company ever been sued for breach of any contract? (Circle one) Yes No

If yes, state where and why _____

References (state name, address, contact and phone number):

- 1). _____

- 2). _____

- 3). _____

- 4). _____

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

 Company name Print name Authorized signature Date

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9.0 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 Jackson County Family Court is financially interested, directly or indirectly
in what the Supplier is offering to sell to the Jackson County Family Court pursuant to this Invitation for Bid.

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

4. That 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 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.

8. It is our understanding that any 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 shall
not be shared or discussed with any persons outside the Court without the express written consent of the 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 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

Print name

Authorized signature

Date

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10.0 Offer to contract

We hereby offer and agree to provide the **Bottled Water Service** 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 **October 1, 2025** and end on **September 30, 2028** and will henceforth be referred to as Bid Contract Number 4601102025. 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 5.0 for pricing.

The Family 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).

To place orders: [Account Representative] Print name _____

E-mail address

Phone number

Fax 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 selling and delivery of the **Bottled Water Service** described herein, thus eliminating the need for a formal signed contract between the parties.

Company name

Print name

Authorized signature

Date

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