



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

August 15, 2022

Cloud City Drones, LLC
Attn: Christopher Williams
2465 West Shore Road
Warwick, RI 02889-8843

Dear Mr. Williams:

Please consider this letter as Contract Award Extension Notification for a Twelve (12) Month Term & Supply Contract for the furnishing of **Unmanned Aircraft Systems, Supplies and Equipment** for use by **Sheriff's Department** as detailed below:

Bid No: **43-22**

Resolution No: **20992**

Commodity: **Unmanned Aircraft Systems, Supplies and Equipment**

Contract Term: **August 9, 2022, through August 8, 2023**

Jackson County Point of Contact: **Craig Reich, 816-881-3265, creich@jacksongov.org**

Vendor Point of Contact: **Christopher Williams, 401-681-112, cwilliams@cloudcitydrones.com**

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

CERTIFICATE OF INSURANCE

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

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

JACKSON COUNTY MISSOURI

Bob Crutsinger Digitally signed by Bob Crutsinger
Date: 2022.08.15 09:50:31 -05'00'

Bob Crutsinger
Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT for the furnishing of Unmanned Aircraft Systems, Supplies and Equipment for use by Sheriff's Office.

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

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

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

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

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

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

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

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

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

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes ☒ No ☐ Initials cw Minimum order, if applicable\$ _____.

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Cloud City Drones, LLC PHONE NO: 401.681.4112

ADDRESS: 2455 West Shore Road, Warwick, RI 02889-8843 FAX NO: _____

NAME OF AUTHORIZED AGENT (print or type): Christopher A Williams DATE: 04.21.2022

SIGNATURE OF AUTHORIZED AGENT:  TITLE: CEO and Owner

EMAIL ADDRESS OF AUTHORIZED AGENT: cwilliams@cloudcitydrones.com

FEDERAL ID NO: 47-4453755 and/or SOCIAL SECURITY NO: _____

CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____

WOMAN OWNED (WBE): _____

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING
SIGNATURE OF BOB CRUTSINGER:  DATE: 5-15-2022

AFFIDAVIT

STATE OF Rhode Island)
COUNTY OF Kent) SS.
)

Cloud City Drones, LLC of the city of Warwick, RI

County of Kent State of Rhode Island being duly sworn on her or his oath, deposes and says;

1. That I am the Christopher A Williams (Title of Affiant) of Cloud City Drones, LLC (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. 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 the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder 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. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Cloud City Drones, LLC (Name of Bidder)
By: [Signature] (Signature of Affiant)
Owner / Ceo (Title of Affiant)

Any Williams
Operations Manager

Subscribed and sworn to before me this 17th day of May, 2022

[Signature]
NOTARY PUBLIC in and for the County of Kent (SEAL)

State of Rhode Island

My Commission Expires: 10/16/2022

JOSEPH TAHAN
Notary Public, State of Rhode Island
My Commission Expires NOV. 16, 2022

Notary for Any Williams

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.


*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: Chris Williams *or Amy Williams* Amy Williams
Title: CEO / Operations Mgr Email: cwilliams@cloudcitydrones.com
Date: 5/16/2022 Phone: 401-681-4112

Subscribed and sworn to before me this 17th day of May, 2022.

My Commission Expires: 11/16/2022


Notary for Amy J Williams

Notary Public
(Attach corporate seal if applicable)

JOSEPH TAHAN
Notary Public, State of Rhode Island
My Commission Expires NOV. 16, 2022

For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for a Twelve-Month (12) Term and Supply Contract with One (1) Twelve Month (12) Option to Extend for the furnishing of **Unmanned Aircraft Systems, Supplies and Equipment** for use by **Jackson County, Missouri Sheriff's Office**.
 - 1.1.1 The Sheriff's Office operates several existing Unmanned Aircraft Systems manufactured by DJI, which may require replacement parts, additional supplies, or equipment.
- 1.2 This contract will be on an "As Needed" basis. Although exact usage cannot be determined, the County estimates it will spend \$50,000 annually on this contract.
- 1.3 Jackson County, Missouri reserves the right to split the contract award, therefore, do not submit a bid if your bid would be all or nothing.
- 1.4 Jackson County reserves the right to waive any defect in the offer of any bidder and to reject any and all offers.
- 1.5 Jackson County, Missouri reserves the right to request clarifications on any bid.

2.0 AWARD REQUIREMENTS

- 2.1 **CERTIFICATE OF INSURANCE:** The Successful Bidder will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A within Ten (10) business days after receiving an award notification. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work under this Invitation to Bid.
- 2.2 **OTHER LICENSES:** The Successful Bidder must provide, upon written request, evidence of current required Federal, State and/or Local Occupational Licenses.
- 2.3 **COMPLIANCE WITH CHAPTER 6** of the Jackson County Code for Minority, Women and Veteran Business Enterprise utilization will be required on any resulting contract. Goals set by the Compliance Review Office must be adhered to and the Contractor's Utilization Plan, including herein, will need to be approved by the Compliance Review Office prior to award. Failure to include these goals in your bid will result in **REJECTION** of your bid.
- 2.4 **W-9 FORM:** The Successful Bidder must provide a complete IRS W-9 Form for this contract.
- 2.5 If bidder is not located in the Greater Kansas City Metropolitan Area, bidder must provide detailed information with their bid on how the specifications of this Invitation to Bid will be met. Jackson County, Missouri reserves the right to determine if bidder's information on contract performance is acceptable.
- 2.6 The Successful Contractor will be required to be an Authorized DJI Pro Dealer or Enterprise Dealer, or otherwise show capability of providing equipment, replacement parts and additional supplies for the existing DJI aircraft.

3.0 SPECIFICATIONS

- 3.1 Contract will be based upon pricing for the unmanned aircraft systems and discounts on equipment and supplies for the unmanned aircraft systems via the Successful Contractor's Catalog or Internet Site.
- 3.2 Discounts on the equipment and supplies will remain firm throughout the contract and any extensions to the contract.
- 3.3 The Successful Contractor will be responsible for providing catalogs or internet site with current pricing for the equipment and supplies.
- 3.4 **Price Increases:** The Successful Contractor may increase prices only when the increase applies to the General Public and is stated officially in writing to the Jackson County, Missouri Purchasing Supervisor. Price increases shall not take effect against the County until the Successful Contractor has verified the fulfillment of this condition to the reasonable satisfaction of the County's Purchasing Supervisor. No price increase will be allowed during the first twelve (12) months of the term of this Contract. It is the Successful Contractor's responsibility to provide updated catalogs or update the pricing on the internet site.

4.0 REQUIRED SUBMITTALS AND SUBMISSION CRITERIA

- 4.1 The following information MUST BE submitted with your response to this Invitation to Bid:
- 4.1.1 Contractor's Signature Portion
 - 4.1.2 Affidavit
 - 4.1.3 Certificate of Compliance
 - 4.1.4 Statement of Contractor's Qualifications
 - 4.1.5 Acknowledgement of Receipt of Addenda
 - 4.1.6 Pricing Sheet
 - 4.1.7 Exhibit F, Bidder's Exceptions
 - 4.1.8 Contractor's Utilization Plan
 - 4.1.9 Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer, or otherwise show capability of providing equipment, replacement parts and supplies for the existing DJI aircraft.
 - 4.1.10 Greater Kansas City Metropolitan Area Memo, Page 1, Section 2.0, Item 2.5
- 4.2 Submission of Bids: Bids must be submitted online through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Submissions by any other method will not be accepted.

5.0 EVALUATION PROCESS

- 5.1 All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated.
- 5.2 An Evaluation Committee, made up of Jackson County personnel, will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Invitation to Bid and its decision shall be final.

6.0 QUESTIONS

- 6.1 All questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q&A on the Invitation to Bid. All questions must be received on the Bonfire Portal by 5:00pm CDT/CST on May 3, 2022.
- 6.2 All questions will be answered via Addenda/Amendment to the Invitation to Bid on the Bonfire Portal.
- 6.3 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents MAY NOT contact any other County employees regarding the matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Respondent's submission.
- 6.4 System Support for Bidders/Respondents: Click on "Technical Support" in the Procurement Portal.

7.0 POST AWARD INFORMATION

- 7.1 Award information, when available, will be publicly posted in the Bonfire Portal.



OFFICE OF THE COUNTY AUDITOR

COMPLIANCE REVIEW OFFICE

415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
COMPLIANCE@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

CERTIFICATE OF COMPLIANCE NOTICE:

All vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by the Jackson County Compliance Review Office.

A Certificate of Compliance is required to be submitted with any bid response. Failure to comply with this requirement may result in the REJECTION of a bid.

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

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

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

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

QUESTIONS? Email compliance@jacksongov.org

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(Complete in full, Use attachments if necessary)

Name of Bidder: Cloud City Drones, LLC

Address with Zip Code: 2465 West Shore Road, Warwick, RI 02889-8843

Federal Tax I.D. Number: 47-4453755

Check One: Corporation ☒ Partnership ☐ Sole Proprietorship ☐If **SOLE PROPRIETORSHIP**, state name, address, and phone number of owner:

S-Corp

If CORPORATION:

Date of Incorporation:

Name of State(s) in which incorporated:

President's Name:

Vice-President's Name:

Secretary's Name:

Treasurer's Name:

If PARTNERSHIP:Is the Partnership: General ☐ Limited ☐ Association ☐ (Check one)

Date of Organization:

Name and addresses of all partners:

1.

2.

3.

GENERAL INFORMATION:

Percent of work to be done under the proposed contract by your own staff: 100%

No. of Permanent Employees: 12

Geographical Limits of Operation:

No. of years in business: 7

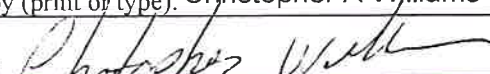
Have you ever done business under a different name: Yes ☐ No ☒ (Check one)

If yes, give Name and Location:

Has contractor ever withdrawn or defaulted on a contractual obligation: Yes ☐ No ☒ (Check one)

If yes, state where and why:

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes _____ No <input checked="" type="checkbox"/> (Check one)			
If Yes, Explain:			
List Completed Contracts within the Past Three Years, Including Amount of Each:			
List of Current Contracts, Including Amount of Each:			
Customer Reference (state name, address, and phone number):			
List each subcontractor you plan to use if awarded the contract. If no, so state.			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
State any other relevant information concerning Contractor's history, credentials, responsibility, and capabilities (If none, so state):			
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE) YES _____ NO <input checked="" type="checkbox"/>			
African American _____ Latino _____ Native American _____ Asian _____ Pacific Islander _____			
2. Woman Owned Business (WBE) YES _____ NO <input checked="" type="checkbox"/>			
3. Small Business YES <input checked="" type="checkbox"/> NO _____			
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.			
Prepared by (print or type): Christopher A Williams		Title: CEO and Owner	
Signature: 		Date: 04.21.2022	

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers all and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.



Signature of Respondent

04.21.2022

Date

Cloud City Drones, LLC

Company Name

2465 West Shore Road

Address

Warwick, RI 02889-8843

City, State, and Zip

401.681.4112

Phone

EXHIBIT F

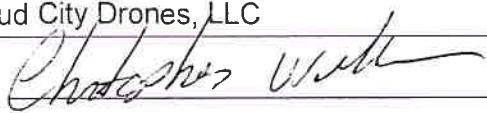
**BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 43-22**

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

The following exceptions to the Specifications of Invitation to Bid No. 43-22 are requested by the undersigned Respondent:
(Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
All pages	None

Name of Firm: Cloud City Drones, LLC

Signature of Bidder: 



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
CRO@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 43-22
Bid/RFP/RFQ Title: Unmanned Aircraft Systems
Contracting Department: Sheriff's Office
Respondent: _____

I, Christopher A Williams, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0% MBE 0% WBE 0% VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

0 % MBE 0 % WBE 0 % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. **Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.**

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

*****INTERNAL USE ONLY*****

CUP RECEIVED: _____ **CUP APPROVED:** _____

GFE RECEIVED: _____ **GFE APPROVED:** _____

CUP REVISED: _____ **REVISION APROVED:** _____

APPROVED GOALS: _____ **MBE** _____ **WBE** _____ **VBE**

RES/ORD: _____ **AMT AWARDED:** _____

NOTES:

MBE SUBCONTRACTORS

	Description	Bidder Response	
A.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub A Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
B.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
C.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub C Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		TOTAL MBE VALUE	

Add Additional Pages as Necessary

WBE SUBCONTRACTORS

	Description	Bidder Response	
A.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub A Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
B.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
C.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub C Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		TOTAL WBE VALUE	

Add Additional Pages as Necessary

VBE SUBCONTRACTORS

	Description	Bidder Response	
A.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub A Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
B.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
C.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$ _____
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		TOTAL VBE VALUE	

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: _____

Title: _____ **Email:** _____

Date: _____ **Phone:** _____

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

My Commission Expires: _____

Notary Public
(Attach corporate seal if applicable)

For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

GENERAL CONDITIONS

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

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Bidders shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Bidders shall furnish information required by the bid in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted on-line through the Bonfire Portal at <https://jacksongov.bonfirehub.com>. Submissions by any other method will not be accepted.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications, Forms or General Conditions:** Any information relative to the interpretation of Specifications, Forms or General Conditions shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the bid. All Questions must be received on the Bonfire Portal by 5:00 PM CST/CDT on May 3, 2022. Questions will be answered via Addenda/Amendments to the Invitation to Bid on the Bonfire Portal. Oral answers will not be binding on the County.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one price on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE Bid ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.
7. **The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County.** The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the bidder affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.
9. **Communications and Notices:** Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Minority, Women and Veteran Business Enterprise Utilization: Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org> using the following links: Government, County Code, Current Code and 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid or for the purchase of County goods and services. Contractor shall ensure that it and its subcontractors collectively meet both the MBE, WBE, and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements. The Contractor, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

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

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

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

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

EXHIBIT A, INSURANCE

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

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

1. COMMERCIAL GENERAL LIABILITY

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

2. COMMERCIAL AUTOMOBILE LIABILITY

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

3. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

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

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

4. EXCESS/UMBRELLA LIABILITY COVERAGE

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

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

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

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

6. QUALIFICATIONS INSURANCE CARRIERS

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

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

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

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street, Room G1
Kansas City, MO 64106

We, the undersigned, have declined to submit a bid in response to the above Invitation to Bid for the following reasons(s):

_____ Specifications too "tight", i.e., geared toward one brand or supplier.

_____ Insufficient time to respond to the bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet specifications.

_____ We are unable to meet bond requirements.

_____ Specifications are not clear (explain).

_____ We are unable to meet insurance requirements.

_____ Remove us from your list for this commodity or service.

_____ Other (explain). _____

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____