

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION establishing as a goal that all County associates be paid a minimum wage of at least \$15.00 per hour.

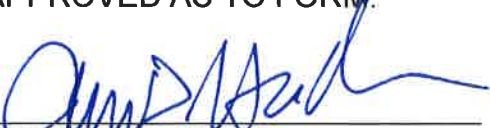
RESOLUTION NO. 20298, November 4, 2019

INTRODUCED BY Ronald E. Finley, County Legislator

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby establishes as a goal that all County associates be paid a minimum wage of \$15.00 per hour.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20298 of November 4, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$9,136.00 from the undesignated fund balance of the 2019 General Fund representing a payment from the United States Marshal Service for overtime salaries.

ORDINANCE NO. 5291, November 18, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Resolution 20173 dated, June 3, 2019, the Legislature did authorize the execution of a MOU with the United States Marshals Service; and,

WHEREAS, this MOU provided for the reimbursement of County overtime costs incurred during participation in a Marshal Service gang interdiction operation; and,

WHEREAS, the Sheriff's Office has received reimbursement in the amount of \$9,135.76 from the United States Marshal Service for overtime salaries; and,

WHEREAS, an appropriation is necessary to place the funds received in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2019 General Fund:

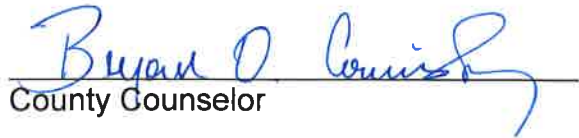
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
001-9999	47060 - Miscellaneous	\$9,136	
001-2810	Undesignated Fund Balance		\$9,136
001-2810	Undesignated Fund Balance	\$9,136	
Sheriff			
001-4201	55030- Overtime Salaries		\$9,136

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5291 introduced on November 18, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5291.

Date

Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 001 2810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$9,136.00

11/13/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

EXECUTIVE OFFICE

Completed by County Counselor's Office:

~~Res~~ Ord No.: 5291

Sponsor(s): Crystal Williams

Date: November 18, 2019

NOV - 5 2019

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an ordinance transferring \$9,135.76 from 001-9999-47060 to 001-4201-55030 for the reimbursement of overtime salaries.</u></p>															
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="316 525 1193 850"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$9,135.76</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$9,135.76</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$9,135.76</td> </tr> <tr> <td>Source of funding (name of fund) and account code number</td> <td>FROM ACCT</td> </tr> <tr> <td>FROM: 001-9999-47060</td> <td>\$9,135.76</td> </tr> <tr> <td>TO: 001-4201-55030 – Overtime Salaries</td> <td>TO ACCT \$9,135.76</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Sheriff's Office Estimated Use:</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$9,135.76	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$9,135.76	Amount budgeted for this item * (including transfers):	\$9,135.76	Source of funding (name of fund) and account code number	FROM ACCT	FROM: 001-9999-47060	\$9,135.76	TO: 001-4201-55030 – Overtime Salaries	TO ACCT \$9,135.76
Amount authorized by this legislation this fiscal year:	\$9,135.76															
Amount previously authorized this fiscal year:	\$0															
Total amount authorized after this legislative action:	\$9,135.76															
Amount budgeted for this item * (including transfers):	\$9,135.76															
Source of funding (name of fund) and account code number	FROM ACCT															
FROM: 001-9999-47060	\$9,135.76															
TO: 001-4201-55030 – Overtime Salaries	TO ACCT \$9,135.76															
<p>PRIOR LEGISLATION</p>	<p>Prior resolutions and (date): 20173 (10/10/19) <i>SM 11/5/19</i></p>															
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Devyn Horsley, Administrative Specialist, 816-541-8017</p>															
<p>REQUEST SUMMARY</p>	<p>Per the Memorandum of Understanding agreed upon by Jackson County and the United States Marshal Service, the Jackson County Sheriff's Office requests the transfer of reimbursed overtime funds to 001-4201-55030. (RES. 20173)</p>															
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>															
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>															
<p>ATTACHMENTS</p>																
<p>REVIEW</p>	<p>Department Director: <i>[Signature]</i></p>	<p>11-04-19</p>														
	<p>Finance (Budget Approval): <i>[Signature]</i></p>	<p>Date: 11/5/19</p>														
	<p>Division Manager: <i>[Signature]</i></p>	<p>Date: 11-5-19</p>														

County Counselor's Office: <i>Bryan Canisby</i>	Date: <i>11/14/19</i>
---	-----------------------

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

*SM
11/5/19*

Account Number:	Account Title:	Amount Not to Exceed:
<i>001-9999-47060</i>	<i>General Fund - Miscellaneous</i>	<i>\$ 9,135.76</i>


- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: November 5, 2019

ORD # 5291

Department / Division	Character/Description	From	To
General Fund - 001			
9999	47060 - Miscellaneous	9,136	
2810	Undesignated Fund Balance		9,136
2810	Undesignated Fund Balance	9,136	
4201 - Sheriff	55030 - Overtime Salaries		9,136
 Budgeting		<u>\$ 18,272</u>	<u>\$ 18,272</u>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing, installation, and recycling of carpet for use countywide to RD Mann Commercial Flooring of Kansas City, KS, under the terms and conditions of the Jackson County Circuit Court Contract No. 800805-19-22-3, an existing competitively bid contract.

RESOLUTION NO. 20302, November 18, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, various County departments have a need for the furnishing, installation, and recycling of carpet and flooring; and,

WHEREAS, the Jackson County Circuit Court has contracted with RD Mann Commercial Flooring of Kansas City, KS, to provide these products and services at its facilities countywide, and allows other government entities to utilize this contract; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing, installation, and recycling of carpet and flooring for use countywide, under the terms and conditions of Jackson County Circuit Court Contract No. 8000805-19-22-3, an existing competitively bid contract; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases

subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations are available in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20302 of November 18, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

11/13/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res. Ord. No.: 20302

Sponsor(s): Crystal Williams

Date: November 18, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a One Year Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of Furnishing, Installation, & Recycling of Carpet & Flooring for use by Various County Departments under the terms and conditions of the Circuit Court of Jackson County, Missouri contract 8000805-19-22-3, an existing competitively bid contract.</u></p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="324 562 1455 751"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table data-bbox="370 930 893 1052"> <tr> <td>Department:</td> <td>Estimated Use:</td> </tr> <tr> <td>Public Works</td> <td>\$50,000</td> </tr> <tr> <td>Parks + Rec</td> <td>\$24,000</td> </tr> </table> <p>Requesting approval by the Legislature of the term and supply contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$74,000 Prior Year Actual Amount Spent (if applicable): \$81,214</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department:	Estimated Use:	Public Works	\$50,000	Parks + Rec	\$24,000
Amount authorized by this legislation this fiscal year:																	
Amount previously authorized this fiscal year:																	
Total amount authorized after this legislative action:																	
Amount budgeted for this item * (including transfers):																	
Source of funding (name of fund) and account code number:																	
Department:	Estimated Use:																
Public Works	\$50,000																
Parks + Rec	\$24,000																
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 18476 (April, 2014)</p>																
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Craig A. Reich, Senior Buyer, 816-881-3265</p>																
<p>REQUEST SUMMARY</p>	<p>Various County Departments require a term and supply contract for the furnishing of Furnishing, Installation, & Recycling of Carpet & Flooring. The Circuit Court of Jackson County, Missouri has contracted with RD Mann of Kansas City, KS to provide these products and services countywide, and allows other government entities to utilize this contract.</p> <p>Pursuant to 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a One Year Term and Supply Contract with One One Year Option to Extend for the furnishing of Furnishing, Installation, & Recycling of Carpet & Flooring for use by Various County Departments under the terms and conditions of the Circuit Court of Jackson County, Missouri contract 8000805-19-22-3, an existing competitively bid contract.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amounts. The availability of funds for specific purchases is subject to annual appropriation.</p>																
<p>CLEARANCE</p>	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																

COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	No Goals Assigned
ATTACHMENTS	Circuit Court of Jackson County, Missouri Contract No. 8000805-19-22-3	
REVIEW	Department Director:	Date: 11-13-19
	Finance (Budget Approval, If applicable)	Date: 11-13-19
	Division Manager:	Date: 11/13/19
	County Counselor's Office:	Date: 11/14/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
415 EAST 12TH STREET;
Purchasing Office; Room 8M East
Kansas City, Missouri 64106

Date: July 24, 2019
RE: Letter of Award For Carpet Contract
Contract Number: 8000805-19-22 3

Dear Mr. Colgan

Congratulations, the Circuit Court of Jackson County has selected your firm as the best qualified and best suited for the Carpet Replacement Contract 8000805-19-22 3.

Bid Term: July 15, 2019 through July 14, 2022
with three (1) year renewable options.
July 15, 2022 – July 14, 2023
July 15, 2023 – July 14, 2024
July 15, 2025 – July 15, 2026

At this time, I would like to request you comply with the terms of our bid document by providing me with the following items:

1. Current Certificate of Liability Insurance
2. A listing of employees (first and last name) who will be working on-site along with their OSHA 10 Hour Safety Card
3. Current Mo. Business License

We have several pending projects and are anxious to begin this new contract.
If you have any questions regarding this award or any related matter, please do not hesitate to contact me directly at (816) 881-1309 desk phone, (816) 889-8853 work cell or tshepard@courts.mo.gov

Sincerely,

A handwritten signature in cursive script that reads "Terry Shepard".

Terry Shepard, CPPB
Assistant Director of Court Services
Circuit Court of Jackson County



THE CIRCUIT COURT OF JACKSON COUNTY MISSOURI
Purchasing Department Award Recommendation

To: Greg Paszkiewicz		Evaluated By: Terry Shepard	Date: 7/16/19
Bid Number: 8000805-19- 22-3	Opening Date: 7/15/19	Commodity: Carpet/Flooring Replacement	Requisition # 8000805

Purchasing Recommends Award To:

Vendor: RD Mann Term: 3 year Contract with 3 (1) year optional renewals

Purchasing Comments:

RD Mann was the lowest bidder, we have done business with them numerous years and they have performed well. All items are cost per sq. ft with labor included. Total amount was calculated by adding all costs of items per sq. ft.

<u>Vendor</u>	<u>Amount</u>	<u>Vendor</u>	<u>Amount</u>
Image Flooring	\$428.64	Commercial Floorworks	No Response
RD Mann	\$349.22	BR Carpet	No Response
MoKan	Non Responsive	Flooring and More	No Response

Provide review and Authorization: Department Please choose one.

Comments:

- Accepting Bid As Recommended.
- Recommend Awarding Bid to _____.
- Recommend All Bids Be Rejected
- Re-bid
- Requesting Additional Information Prior To Award
- Not Accepting Bid as Recommended
- Except Current Contract

Award Recommendation Authorization for Bid 8000805-19-22-3

_____ Signature of Authorization Date 7/17/2019
 Director of Court Services
 Required Authorization for over \$5,000.00

_____ Signature of Authorization Date 7/17/2019
 Court Administrator Mary Marquez
 Required Authorization of the Court Administrator for Purchases of \$25,000.00 or greater.

1

**CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
CIRCUIT COURT PURCHASING DEPARTMENT
415 E. 12TH STREET
KANSAS CITY, MISSOURI 64106**

ADDENDUM NOTICE # 1 OF 1

Bid: #8000805-19-22-3

Carpet Replacement Bid

Date: 7/11/19

Addendum #1:

1. Due to errors on the bid return sheet, use the attached form as the return sheet pricing sheet.
2. Bid date closing is extended to July 15, 2019 at 1:00 PM.
Electronic bid responses will not be accepted.

All other previous paragraphs stated in bid #8000805-19-22-3 still apply.

This addendum to be signed and returned with the bid proposal to Circuit Court.

Company: RDMann Fax: (913) 261-6801

Signature: [Signature] Date: 7/11/2019

If you have any questions concerning this addendum or the bid please contact:
Terry Shepard, CPPB
Senior Buyer, Circuit Court Purchasing; Phone (816) 881-1309 Fax (816) 881-3226
Cell phone – (816) 838-9759.

PART IV: BID RESPONSE Bid #8000805-19-22-3 PRICING PAGE "A"
Addendum Replacement Page


Refer to specifications pages 3-5 of this bid, all costs to include labor for installation or removal

Item	Price per Square Foot Including Installation High Performance Carpet	Price per Square Foot Including Installation Standard Performance Carpet	Price per Square Foot Including Installation Base Performance Carpet
Broadloom Carpet			
PC Philadelphia	\$ 2.52	\$ 2.26	\$ 1.96
Mannington	\$ 2.66	\$ 2.33	\$ 2.00
Queen Q.C. Commercial	\$	\$	\$
PatCraft	\$ 2.20	\$ 2.07	\$ 1.94
Carpet Squares	Price per Square Foot High Performance Carpet Squares Including Installation	Price per Square Foot Standard Performance Carpet Squares Including Installation	Price per Square Foot Base Performance Carpet Squares Including Installation
PC Philadelphia	\$ 3.28	\$ 2.98	\$ 2.66
Mannington	\$ 3.57	\$ 3.18	\$ 2.79
Queen Q.C. Commercial	\$	\$	\$
PatCraft	\$ 2.98	\$ 2.71	\$ 2.45
Vinyl Composition Tile:	Base Grade Per Sq. Ft. Including Installation	Premium Grade Per Sq. Ft. Including Installation	
	\$ 2.14	\$ 2.68	
Slip Retardant	Armstrong Safety Zoe Per Sq. Ft. Including Installation	Including Installation Per Sq. Ft. Mannington Safewalks	
	\$ 5.67	\$ 6.02	
Porcelain Tile	Stone Peak - Simply Modern 12" X 24 Per Sq. Ft. Including Installation		
	\$ 11.47		

ROM

Cove Base	4" tall per linear ft Including Installation	4 1/2" tall per linear ft Including Installation	6" tall per linear ft Including Installation
Roppe (Cove) Rubber with toe 700 series. Include Installation Cost	\$ Rubber - \$1.74 700 - \$1.61	\$ Rubber - 1.95 700 1.77	\$ Rubber - \$2.44 700 - \$2.21
Johnsonite TP Series Including Installation	\$ 1.76	\$ 1.96	\$ 2.44
Roppe Contours #45 Visual 7" 1/2" Including Installation	\$ 5.44 LF		
LVT Commerical Luxury Vinyl Include Installation Cost	Mohawk Hot and Heavy Per Sq. Ft.	Armstrong Natural Creations Earthcut Per Sq. Ft.	Philadelphia In the Grain 2 Per Sq. Ft.
	\$ 5.60	\$ 5.11	\$ 3.75
Stair Nose Including Installation	#204 Undercut Carpet Nosing 1/4" (Vinyl)	#206 Double Undercut Stair Nosing 1/4" Vinyl	
	\$ 4.52	\$ 4.98	
	Normal Working Hours	After hours	
Carpet Squares Take Up, removal and disposal Cost per square foot, including labor.	\$.41¢	\$.61¢	
Broadloom/Glue Down Take Up, removal and disposal Cost per square foot	\$.41¢	\$.61¢	
Broadloom/Pad Take Up, removal and disposal, Cost per square foot	\$.41¢	\$.61¢	
	Normal Working Hours	After hours	
Furniture Jacking Services, Price per hour Including Installation	\$ 62.76	\$ 88.04	
	Normal Working Hours	After hours	

RAM

Above and beyond normal required floor patch, leveler, Per Sq. Ft. normal working hours Including Installation	\$.76	\$ 1.11	
Above and beyond normal required floor patch, leveler, Sq.ft. after normal working hours	\$	\$	
8.0 Stair Tread Johnsonite Cosmology Raised Square Surface Per Sq. Foot Including Installation	\$ 32.98	\$ 35.63	
Vendor Signature:			

R.D.M

Pricing Agreement Bid #8000805-19-22-3

AGREEMENT: Bidder certifies that he/she has read pages 1-21 and understands, and will fully and faithfully comply with this Invitation for Bid and any referenced documents. That the following Company hereby agrees to furnish the services on which prices are quoted herein in accordance with all terms, conditions and specifications of this Invitation for Bid. Bidder also certifies that the prices offered were independently developed without consultation with any other bidders or potential bidders.

We further testify to our recognition of any modifications to IFB document as comprising a portion of the Contract Documents. Addendums recognized and included in the above bid are as follows: Numbers 1, _____, _____.

The undersigned proposer, having examined and determined the scope of the Request For Proposal, hereby proposes to provide the required travel, labor, services, materials, parts, and equipment and to perform the services as described in the proposal documents and to do all work at the prices set forth herein.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons submitting proposals on this contract.

Interior's One dba RDMann Commercial 73-1550805
Company Name Flooring Federal Tax Number or FEIN

3200 S 24th St
Mailing Address

Kansas City KS 666106
City State Zip Code

10601 E Ute St
Remit to Address

Tulsa OK 74116
City State Zip Code

Steve Colgan Project Manager
Printed Name Title of Representative

[Signature] 7/11/2019
Authorized Signature Date

(913) 963-6151
Company Phone Number

scolgan@rdmann.com
Company E-Mail Address

Website Address

All pages of this Invitation for Bid are expressly made a part of this contract. Signature of offeror as indicated herein above MUST BE COMPLETED before contract can be awarded.

COOPERATIVE PROCUREMENT

If the Circuit Court awarded you the proposed contract, would you sell under the same prices and terms of this contract to any Municipal, County, Public Utility, Hospital, or Educational Institution and 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.

The Circuit Court assumes no authority, liability or obligation, on behalf of any other public or private entity that may use any contract resulting from this bid.

All purchases and payment transaction will be made directly between the contractor and the requesting entity.

Any exceptions to this requirement must be specifically noted in the bid/proposal response. (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).

(Check one) Yes No

Signature: 

Escalation/De-escalation:

Escalation/De-escalation of after warranty Service Charges

The price established in this contract for hourly rates shall be fixed for the first year of the contract. The percentage over contractor's cost shall remain firm and fixed during any term or duration of contract. Contractor may request increase in Hourly Wage Rate quoted after the first year when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workman in that occupational title category or increase of manufactures cost. However, increases will only take effect when the Contractor has provided evidence in writing of such increases to the reasonable satisfaction of the Circuit Court's Purchasing Manager and such Manager has indicated his/her approval of such increase in writing.

Steve Colgan
Print Name


Signature

7/11/2019
Date

fs m

SUBCONTRACTOR INFORMATION

If Contractor has to sub-out any of the aforementioned work, please list below the Subcontractors company name and address. If no Subcontractor is required, please mark N/A. Either way, please submit this page with bid.

1) Company Name: Kelly Kaeckell Phone: (913) 271-6361

Street Address: 2505 Metropolitan

City/State/Zip: Kansas City, KS 66104

2) Company Name: E + R Cnst Phone: (913) 207-2035

Street Address: 12212 Norwood

City/State/Zip: Leawood, KS 66209

PRIOR EXPERIENCE (References)

Please list below three (3) current business references for which you have performed work similar to that required by this invitation for bid. (If you are a current vendor of the Circuit Court Division you do not need to complete this section, please mark "CURRENT VENDOR or if you have done business with Circuit Court in the past)

1. Company Name: CURRENT VENDOR

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

2. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

3. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

RDMann Commercial
Company Name


Authorized Signature

Now comes in the City of Kansas City, County of Jackson
State of MO being duly sworn on her or his oath, deposes and says;

1. That I am the Project Manager (Title of Affiant) of RD Mann Commercial Flooring (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf;
2. That no officer, agent or employee of the Jackson County Circuit Court is financially interested, directly or indirectly in what Bidder is offering to sell to the Jackson County Court pursuant to this Invitation For Bid.
3. That if Bidder were awarded any contract job, work or service for the Jackson County Circuit Court, no officer, agent or employee of the Circuit Court would be pecuniary interested in or receive any benefit from the profit or emoluments of such;
4. That Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation For Bid.
5. That all employee's assigned to do work at the Jackson County Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."
6. It is our understanding that all informational materials and files reviewed which has been provided on a need-to-know basis in the performance of this contract shall be privileged and held confidential. It is agreed that information regarding the Circuit Court shall not be shared or discussed with any persons outside the Circuit Court without the express written consent of the Circuit Court. In the event there is reason to believe that the confidentiality of this information has been breached, the Court Administrator shall be notified immediately.

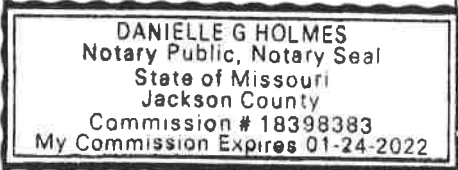
Steve Colgan (Name of Affiant)

By: [Signature] (Signature of Affiant)

Project Manager (Title of Affiant)

Subscribed and sworn to before me this 11th day of July 2019.

Danielle G Holmes



NOTARY PUBLIC in and for the County of Jackson
State of MO

(SEAL)

My commission expires: 1/24/22

**Invitation For Bid
#8000805-19-22-3**



16th Judicial Circuit Court of Jackson County, Missouri
Purchasing Department
415 East 12th Street
Room 8M East
Kansas City, Missouri 64106

**Carpet Replacement
Contract 8000805-19-22-3**

Number: 8000805-19-22-3

Issue Date: July 1, 2019

Due Date: July 12, 2019

Time: 1:00 P.M. CST

Opening Date: July 12, 2019

Time: 1:05 P.M. CST

E-mail or Faxed bids will NOT be accepted.

Vendor may request a site visit to view typical areas requiring flooring replacement, such as, Jury Rooms, Courtrooms, Offices, Chambers, Bathrooms, Stairs and Hallways. Contact Terry Shepard for an appointment.

Terry Shepard
tshepard@courts.mo.gov

Phone: 816-881-1309

INVITATION FOR BID

#8000805-19-23-3

Carpet Replacement

Terry Shepard, CPPB
Assistant Director Court Services
Circuit Court of Jackson County
Purchasing Department
415 E. 12th Street; Room 8M East
Kansas City, Missouri 64106

Telephone: (816) 881-1309
Cell: (816) 889-8853
E-Mail: tshepard@courts.mo.gov

1.0 Overview:

The purpose of this Invitation to Bid is for the Jackson County Circuit Court to establish a Term and Supply vendor to Provide and Install replacement flooring for all locations of The Circuit Court of Jackson County on an as needed bases. The flooring may include but is not limited to; carpet (tiles and broadloom), Ceramic tiles, Vinyl tiles, Cove Base, Carpet Pad, Stair Treads, Stair Nosing, Transition Strips and all other supplies and materials associated with flooring services as well as take up and disposal of existing flooring materials.

**1.1 Contract Term: This is a Three (3) year contract with three (3) one year options to renew. Beginning July 15, 2019 thru July 14, 2022
Possible Renewables July 15, 2022 through July 2025**

1.2 Court Locations:

- **415 East 12th Street Kansas City, MO 64106**
- **1305 Locust Street, Kansas City, MO 64106**
- **1315 Locust Street, Kansas City, MO 64106**
- **308 West Kansas, Independence, MO 64050**

2.0 Scope of Services To Be As Follows:

- 2.1 Removal and proper/lawful disposal of existing floor materials that are to be replaced. Including but not limited to: Broadloom, Carpet Squares, Tile, Transition Strips, Stair Tread, padding, Rubber Cove Base, Wood Cove Base.
- 2.2 Installation of carpet includes vendor providing all labor, materials, supplies and equipment as required to complete each individual project (i.e. cove base, thresholds, strips, etc...) as required.
- 2.3 All steps to include stair nose.
- 2.4 Seaming diagram may be required prior to installation.
- 2.5 Vendor shall be responsible for physical measurements at no cost to the Court and is responsible for the accuracy of the measurement and the fit of the work.
- 2.6 Finished installation shall be smooth without shags, ripples, bubbles, stretching, open seams, gaps at walls or between carpet squares, or other irregularities that will detract from appearances of the carpet.
- 2.7 Vendor to provide all transportation and dumping fees necessary to complete the new

installation as well as disposal of demolition materials in a proper and lawful manner

- 2.8 Vendor MAY NOT use Circuit Court dumpsters or trash cans.
- 2.9 Carpet installation must follow the guidelines as set by the carpet manufacturer.
- 2.10 Floor preparation must be done in accordance with the carpet manufactures recommendations.
- 2.11 Vendor must clean existing carpet adhesive from decking or concrete floors and assure a sound, smooth surface, filling holes and cracks as necessary to accept the new floor covering. Commencement of work constitutes the Contractor's acceptance of surfaces and responsibility for them.
- 2.12 Furnish and install all hardware necessary for proper installation.
- 2.13 Upon completion of each area, remove all dirt, carpet scraps, yarns, razor blades etc. from the surface of the floor, finish by vacuuming new carpet for ready to move in condition.
- 2.14 All soiled spots or adhesive on carpet shall be removed. All loose pieces of yarn must be trimmed with sharp scissors.
- 2.15 Extreme caution to be taken when installing carpet not to damage or scrape area walls. All any damage done to paint, walls, woodwork, doors, wires etc. as a result of the carpet installation shall be the responsibility of the Contractor.
- 2.17 Circuit Court will in most cases have removed all furniture prior to carpet removal and installation, however in rare instances we will request the carpet vendor to move items.
- 2.18 Carpet stock: 10% carpet squares stock left for replacement use. Stock to be delivered to the 15 floor storage.
- 2.19 Vendor to provide quote before each job and receive purchase order prior to start of any project, quote to line itemize 10% overage for stock.
- 2.20 All carpet or flooring material installed at each job site shall be of the same millrun and/or dye lot for each item ordered. All carpet or flooring material shall be of the first quality (i.e. free from visual blemishes and physical defects.) No irregulars, promotional goods, mill ends, or remnants shall be accepted unless the Court requests such goods to be used.
- 2.21 Removal of existing carpet: The successful Contractor shall provide services to remove existing flooring, remove broadloom in large pieces, roll tightly and pack neatly in container; sweeping up dust or debris trail left in the removal process. Disposal must comply with Federal and Local laws.

3.0 Warranty: The successful Contractor shall warrant all material and workmanship delivery under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the Court may reasonably determine is the responsibility of the contractor for one year after the date of final acceptance/installation and without cost to the Court for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees as specified. All materials or equipment provided shall be new, unused or of the latest model or design and of recent manufacture with a valid manufactures product of warranty

4.0 Floor Preparation: Floors shall be prepared in accordance with the manufacture's recommendations. Sub-floors/underlayment shall be dry, clean and smooth per CRI-104 and manufacturer's instructions. They shall be free from stain, varnish, solvent, wax, oil and other foreign matter.

4.0.1 Minor Floor Preparation shall be included in price quote and basic installation.

- 4.0.2 Filling of hairline cracks, 1/8" or less
- 4.0.3 Filling sporadic small chips and depressions of ¼" deep or less than ¾" in diameter
- 4.0.4 Broom sweeping of subfloors that are to be receiving new flooring.

4.1 Exceptions to Minor Floor Preparations such as unusual floor problems, rehabilitation, repair of structural damage, etc. are not included in price quote and basic installation and shall be identified and estimated accordingly. Exceptions to Minor Floor Preparation must be approved by the County before any charges may be assessed. Exceptions to Minor floor preparation shall include:

- 4.1.1 Sanding and scraping residue such as drywall mud, paint overspray, old adhesives etc.
- 4.1.2 Filling, leveling or floating water damaged concrete
- 4.1.3 Leveling or skim coating floors
- 4.1.4 Repairing or re-nailing defective underlayment

4.2 Perform bond and moisture tests on concrete sub floors to determine if surfaces are sufficiently dry.

4.3 Product Care:

Vendor shall provide original packaging listing manufacturer's name, product name, identification number and related information including documentation of NSF.ANSI and other required standards.

- 4.3.1 The successful contractor shall provide written instructions and on-site training in the maintenance of the carpet and flooring for custodial staff if requested by the Court

4.4 Broadloom and Carpet Tile Performance Standards

High Performance

- 4.4.1 Backing; Must have minimum 25 –year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not to be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
- 4.4.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 3.5.
- 4.4.3 Lightfastness: Rating of 4 or better after 160 standard fading hours.
- 4.4.3 Colorfastness: Rating of 3 or better
- 4.4.4 Permanent Stain Resistance: Pass AATCC175
- 4.4.5 Construction: Loop Pile

4.5 Standard Performance: Applies to medium – heavy traffic areas such as corporate, retail, hospitality, classrooms and with good installation conditions.

- 4.5.1 Backing; Must have minimum 15 –year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not to be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
- 4.5.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 3.0
- 4.5.3 Lightfastness: Rating of 4 or better after 80 standard fading hours
- 4.5.3 Colorfastness: Rating of 3 or better
- 4.5.4 Construction: Loop Pile

4.6 Base Performance: Applies to limited use areas such as private offices, conference rooms, sleeping rooms and some administrative areas and with the best installation conditions.

- 4.6.1 Backing; No warranty necessary for this performance level
- 4.6.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 2.5
- 4.6.3 Lightfastness: Rating of 4 or better after 40 standard fading hours
- 4.6.4 Colorfastness: Rating of 2 or better
- 4.6.5 Construction: Loop Pile

4.7 Vinyl Composition Tile: Base Grade – Reference the following products as standard of quality for this category

4.7.1 Base Grade- Reference the following products as standards of quality for this category

- Armstrong Standard Excelone Imperial Texture 1/8 inch thickness)
- Mannington Essential/Designer Essentials (1/8 inch thickness)
- Or Court Approved Equal

4.7.2 Premium Grade – Reference the following as standard of quality for this category

- Armstrong Natural Creations (1/8 inch thickness)
- Mannington Brushworks, Solid Point, Color Point (1/8 inch thickness)
- Or Court Approved Equal

4.7.3 Slip retardant – Reference the following products as standards of quality for this category

- Armstrong Safety Zoe (1/8 inch thickness)
- Mannington Safewalks (1/8 inch thickness)
- Or Court Approved Equal

4.8 LVT Commercial Luxury Vinyl

- Mohawk Hot and Heavy
- Armstrong – Natural Creations Earthcut
- Philadelphia In the Grain 2
- or Approved Equal

4.9 Resilient Wall Base/Cove Base

Rubber Wall Base: Resilient Wall Base Products complying with ASTM F-1861

- Johnsonite TP Series 4" and 6"
- Roppe 700 Series 4" and 6"
- Roppe Contours #45 Visual 7" ¾"
- or Approved Equal

5.0 Stair Nose

Roppe

- #204 Undercut Carpet Nosing ¼" (Vinyl)
- #206 Double Undercut Stair Nosing ¼" (Vinyl)
- or Approved Equal

6.0 Porcelain Tile

Stone Peak

- 12" X 24" Porcelain Tile
- Style: Simply Modern
- Color: Simply Tan
- or Approved Equal

7.0 Stair Tread

Johnsonite

- Cosmology Raised Square Surface
- One Piece Tread
- VIRTRSPS-LD6-SQ

8.0 Listed above are the specifications of materials Circuit Court has used in the past and intends to use going forward, however Circuit Court reserves the right to request from the awarded vendor a quote for materials that might be required to best serve the Courts needs that are not listed on the bid.

PART II CONTRACTOR'S RESPONSIBILITIES

1.0 **Prevailing Wage:**

This job is classified as Prevailing Wage **Not Less** than the prevailing hourly rate of wages, as set forth in the Annual Wage Order Number 26, Section 048, Incremental Increase Page dated: June 2019 attached to and made part of the specification for work under this contract, **must** be paid to all workers performing work under this contract. See section 290.250, RSMo. A **Journeyman** in respective trades must be the lead personnel when performing services.

1.1 Contractor will forfeit a penalty of one hundred (\$100) dollars per day (or portion of a day) to the 16th Judicial Circuit Court of Jackson County, Missouri/Circuit Court Division for each worker that is paid less than the prevailing wage rate for any work done under this contract by the contractor or by any subcontractor (See section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060, Code of State Regulations-Prevailing Wage Rules.

1.2 Contractor **MUST** strictly adhere to all PREVAILING WAGE LAWS. Which includes providing Certified Copies of Payroll and the completion of the Compliance Affidavit **BEFORE** Payment will be made by the 16th Judicial Circuit Court of Jackson County, Missouri / Circuit Court Division. Approved forms will be provided by the Purchasing Department upon request.

2.0 **Equal Employment Opportunity:**

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

3.0 **Occupational Safety and Health Administration (OSHA):**

The Contractor and his/her employees, while on the Circuit Court property, shall comply with the Occupational Safety and Health Act of 1970 (OSHA), latest version.

3.1 As of August 28, 2009; pursuant to the Missouri Revised Statutes [Chapter 292] Health and Safety of Employees {Section 292.675, paragraph 2} "Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.

3.2 The Contractor will forfeit a penalty to the 16th Judicial Circuit Court of Jackson County, Court Division in the amount of \$2,500 plus an additional \$100 for each worker employed by the contractor or subcontractor, for each calendar day, or portion thereof, such worker is employed without the required training. (See section 292.675 RSMo).

4.0 **E-Verify:**

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

4.1 As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Circuit Court) to a business entity, the business entity (Contractor) shall, by sworn affidavit and provision of

documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

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

5.0 Transient Employer:

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

6.0 Wage Subsidies, Bid Supplements, and Rebates:

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

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

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

7.0 Right to Work

"All contractors doing business in the State of Missouri and working on behalf of the Jackson County Circuit Court **MUST** ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government." Contractor certifies, by signing the Attachment H – Contractor Information/Signature Page; page 26 of this BID that all employees of the Contractor are legally eligible to work within the United States. If Circuit Court determines that the contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing any future business with the Jackson County Circuit Court.

8.0 Certificate of Authority:

All Foreign corporations transacting business in the state of Missouri must have obtained a "Certificate of Authority" form – Corp – 42 from the Missouri Secretary of State.

18.1 Every foreign corporation now doing business in or which may hereafter do business in the state of Missouri without a certificate of authority shall be subject to a fine of not less than \$1,000.00 (see sections 351.572 and 351.574, RSMo).

9.0 Applicable Laws:

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

- 9.1 "All contractors doing business in the State of Missouri and working on behalf of the Jackson County Circuit Court MUST ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."
- 9.2 If Circuit Court determines that a current contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing business with the Jackson County Circuit Court.
- 9.3 The contractor must strictly comply with Federal, State, and Local building and safety codes. Equipment must meet all Federal and State regulations for grounding of electrical equipment. The successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSII, NFPA and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provision of this bid.

10.0 Insurance:

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

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Missouri
2. Employer's Liability A. Each Accident B. Disease-Each Employee C. Disease-Policy Limit	\$500,000.00 \$500,000.00 \$500,000.00
3. Commercial General Liability A. Each Occurrence B. Products/Completed Operations C. Personal and Advertising Injury D. General Aggregate	\$1,000,000.00 \$2,000,000.00 \$1,000,000.00 \$2,000,000.00
4. Business Automobile Liability	\$1,000,000.00

- 10.1 The awarded Contractor shall provide the Circuit Court with a Certificate of Insurance within 15 business days after award is made. The Certificate of Insurance must be received before the work can commence in connection with the contract, evidencing the coverage's above.
- 10.2 The insurance certificate shall name the Jackson County Circuit Court as the Certificate Holder with an endorsement modifying the policy to list the Circuit Court as additional insured for its interest on all policies of insurance, except Worker's Compensation and provides that the Circuit Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage.

11.0 Indemnification:

"Contractor shall bear all loss, expenses (including reasonable attorney fees), and damage in connection with, and shall indemnify and hold harmless Circuit Court Services, the Sixteenth

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

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

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

12.0 Offeror's Liability:

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

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

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

13.0 Offeror's Status:

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

14.0 Vendor's Employees on Site:

Supervision: It is the Contractors responsibility to supervise their employees on the job site.

14.1 On site workers must speak English or have an interpreter on site at all times.

14.2 All work shall be performed and all complaints handled with due regard to the Court public relations. The contractor shall utilize competent employees in performing the work. At the request of the Court, the contractor shall replace any incompetent, unfaithful, offensive, abusive or disorderly person in his or her employ. The Court and the contractor shall each be promptly notified by the other of any complaints received.

14.3 The contractor must strictly comply with Federal, State, and Local building and safety codes. Equipment must meet all Federal and State regulations for grounding of electrical equipment. The successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSII, NFPA and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provision of this bid.

14.4 In the event the contractor utilizes apprentice technicians in providing technical services as specified herein, the "Apprentice" to "Journeyman" ratio shall not be greater than one (1) to one (1). At least one (1) "Journeymen" MUST be present at any and/or all service work provided in this contract.

15.0 Licenses and Permits:

The Successful Contractor must provide a copy of a current Missouri State Business License to the Purchasing Department Ten (10) business days after receiving Notification of Award. The copy of the Missouri State business License must be received by the Circuit court Purchasing Department prior to the commencement of any work on this project.

15.1 All special licenses, permits, and/or inspection costs which may be required in the course of exceptional work under this contract from any entity of local, state or federal government shall be obtained by the contractor on behalf of the Circuit Court and shall be billed to the work requiring such. This does not apply to normal licenses, permits, and/or inspection costs which are required by electrical industry standards and other costs which the contractor must incur at its expense. Offeror's technical employees must possess all applicable licenses and must be properly certified to perform the requirements of this contract.

16.0 Warranty:

All materials furnished under this contract shall be the latest improved models in current production, as offered through commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon the date of acceptance by the Court. The contractor shall provide the designated Court representatives with all manufacturers' warranty documents upon completion of installation and any training prior to leaving the job site.

16.1 If any defects or signs of deterioration are noted which in the Court's opinion are due to faulty workmanship or materials, the contractor, upon notification and at his/her expense, shall make the necessary repairs to correct any deficiency in the job.

16.2 Regardless of any statement to the contrary, the contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

- 16.3 In regard to any goods which are included in the sale hereunder, contractor makes to the Court 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.
- 16.4 In the event that any new equipment or parts installed by the contractor fails and is under warranty, the contractor shall be responsible for replacement and contacting the manufacturer or supplier for warranty repair/replacement. The Court shall not be responsible for any additional costs to repair/replace new equipment or parts that are still under warranty. The contractor is responsible for all liability.
- 17.0 Ambiguity, Conflict, or Other Errors in BID:
If a proposer discovers any ambiguity, conflict, discrepancy omission or other error in the BID, it shall immediately notify the Senior Purchasing Agent of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given notice to all parties who have received this BID from Circuit Court's Purchasing Department. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the BID prior to submitting the proposal or it shall be deemed waived.
- 17.1 Implied Requirements: Products and services that are not specifically requested in this BID, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- 18.0 Minimum Qualifications:
Possession and submittal (if requested) of a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If personnel are not yet hired, the contractor shall provide at the time of employment.
- 18.1 Contractor MUST have at least five years of experience in the commercial industry. Technicians, unless "Apprentices" selected to perform work for this contract MUST have a minimum of three (3) years commercial experience. Apprentice shall have a minimum of one year of commercial experience. "Apprentices" and/or Helpers/Non technicians will not be allowed to perform a job unsupervised.
- 18.2 A Vendor shall provide documentation of license and commercial experience for journeymen and apprentices when requested by Circuit Court.
- 19.0 Silence of Specifications:
The apparent silence of specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 20.0 Confidentiality:
The contractor acknowledges that information disclosed to them concerning Circuit Court operations or business during the performance of the contract that is confidential and/or proprietary to Circuit Court, shall not be disclosed to third parties without Circuit Court's prior written consent.
- 20.1 The contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in their records or obtained by the Court or from others in carrying out their functions under the contract shall be used or disclosed by them. Circuit Court reserves the right to review such procedures to ensure acceptability. Persons requesting such information shall be referred to Circuit Court.
- 20.2 All proprietary information and all copies thereof shall be returned to Circuit Court upon completion of the work for which it was obtained or developed.

- 20.3 Ownership of all material and documentation originated and prepared pursuant to the BID shall belong exclusively to the Court and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a contractor in connection with a procurement transaction shall not be subject to disclosure under the Freedom of Information Act. However, the contractor must invoke the protections of this section prior to or upon submission of the data or other materials.
- 21.0 Asbestos:
If contractor suspects asbestos at the job site all work must be stopped immediately and the Circuit Court Buyer notified of the suspicion.
Testing of the suspected asbestos and removal will be the responsibility of the Circuit Court.
- 22.0 Environmental Protection:
The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 23.0 Dust Barrier:
If requested, Contractor must provide and install dust barriers and cover all ceiling and wall vents to contain dust and dirt.
- 24.0 Noise and Odors:
All jobs/tasks that will involve excessive noise (hammering, drilling, grinding etc) or strong odors (glues, grinding etc) vendor must notify the Senior Buyer and schedule these tasks between 7:00 AM to 9:00 .M. or after 5:00 P.M. or as discussed and approved by the Court Agent.
- 25.0 Damage Control
All buildings and appurtenances and finishing shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Including but not limited to flooring damage, scratches to wood etc.
25.1 Such damages to the foregoing shall be repaired and/or replaced by the approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.
- 26.0 Clean Up
The Contractor(s) shall at all times keep the property free from rubbish and debris. It is the responsibility of the vendor to legally and properly dispose of all debris.
26.1 Vendor shall clean all areas of scrap materials; dirt, dust and debris generated in performance of the service at the time the service is provided and lawfully dispose of.
26.2 Vendor must not use Court dumpsters, trash cans or any other Court property without prior authorization by the Circuit Court.
26.3 Public restrooms must not be used for washing of tools and equipment, nor may the stools or sinks be used to dispose of janitorial type liquids. Only assigned janitorial sinks as authorized by the Circuit Court Senior Buyer will be allowed for use.
- 27.0 Utilities and Services:
Any shutdown of utilities and or services must be approved and scheduled with the Circuit Court Senior Buyer.

- 28.0 Secure Facility:
Circuit Court Facilities are Secure Facilities and the vendor must take security measures at all times, especially when pertaining to tools. If any tools, equipment or materials become missing, report to the appointed Circuit Court representative immediately.
- 28.1 Vendor shall make prior arrangements with the Purchasing Manager for access to the building for performance of the service.
- 28.2 Vendor shall provide and update the list of all vendor personnel at the job site. Vendor shall comply with all security measures required by Circuit Court.
- 29.0 Client Safety:
The well being of the clients/employees of the occupants is paramount. Extreme caution and special care shall be taken in order to protect the clients/employees from unforeseen and unfamiliar danger. Construction activities shall not interfere with the normal Owner operation, except as otherwise arranged with and approved by the owner. The Contractor shall take all necessary precautions for the safety of the Court's and Contractor's employees at and on the worksite and shall erect and properly maintain at all times all necessary safeguards for the protection of the Public, Employees and Workman. The Contractor shall post signs warning against hazards in/and around the work site. Only authorized employees are allowed on the work sites. Family members or friends to the work site are not permitted.
- 29.1 Vendor shall report immediately to Circuit Courts representative the existence of unsafe condition (s), which will compromise the performance of the service.
- 30.0 Final Inspection & Approval:
Upon completion of project Contractor will request the Purchasing Manager and or Project Manager to conduct a site inspection. The Purchasing Agent will prepare a punch list during the inspection and shall forward a copy to the Contractor. After any corrective actions have been accomplished, the Contractor shall request a final inspection with the Court Purchasing Agent. Final project approval is contingent upon the Purchasing Managers final inspection and written approval.

PART III **TERMS AND CONDITIONS**

1.0 **GENERAL CONDITIONS**

- 1.1 The contractor 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.
- 1.2 The original bid response and all copies shall be signed by a corporate officer, partner, proprietor or owner.
- 1.3 The Circuit Court will not be responsible for articles or services furnished without a Purchase Order or Change Order if original order is altered.
- 1.4 Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Court Division is upon the contractor.
- 1.5 All invoices and correspondence shall show number of Purchase Order and the work order number. All invoices shall be rendered in duplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.
- 1.6 Contractor agrees to defend, protect, and hold the Circuit Court harmless from any claims and Actions arising out of patent infringement.
- 1.7 In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Circuit Court, it will be the policy of the Court to encourage the purchase of products manufactured or assembled or produced in the United States (Buy American Act), provided, However this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00.
- 1.8 Authorized signature must be on proposal as well as the printed name along with contact person and telephone number. Proposal is not valid unless signed by an authorized representative of the firm providing the proposal.
- 1.9 Do not include taxes in labor rates or costs d. The Circuit Court of Jackson County
- 1.10 Missouri is exempt from Federal transportation and state sales tax Sec. 39(10), Article 3 of Missouri Constitution of July 1, 1946. Circuit Court will provide tax certificates upon request of the awarded vendor.

2.0 **Missouri Project Letter of Exemption:**

Upon request of the vendor a Missouri Project Exemption Certificate will be issued by the Purchasing Manager.

- 2.1 If a contractor or subcontractor is to use new materials, parts, supplies, and equipment then the contractor or subcontractor a Missouri Project Exemption Certificate and Tax Exemption Letter will be issued and the contractor may purchase such items of tangible personal property without liability for sales tax if such property will be used in the performance of the contract.
- 2.2 The contractor awarded the contract under this solicitation is hereby obligated:
To pay any subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Circuit Court for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or to notify the Circuit Court and the subcontractor(s) in writing of the contractor's intention to withhold payment and the reason.

3.0 Exceptions

Any desired exceptions to the Terms and Conditions of the BID must be included in the bid response and must address the specific bid paragraph where a conflict exists. The offerors' preprinted terms and conditions WILL NOT be considered by Circuit Court and should therefore not be included with this proposal.

4.0 Performance

Circuit Court relies upon the contractor to provide services in accordance with the statement of work and the conditions set forth by Circuit Court. Therefore, the contractor agrees that timeliness, the capacity to deliver the service, and the quality of the service is the desired contractual outcome.

- 4.1 Circuit Court reserves the right to inspect all operations and to withhold payment for any work not performed or not performed in accordance with any specifications. Errors, omissions or mistakes in design shall be corrected at no cost to the Circuit Court. Failure to do so shall be cause for withholding of payment for that service. In addition, if deficiencies are not corrected in a timely manner, the Circuit Court may characterize the contractor as uncooperative, which could result in the termination of contract and/or future service opportunities.

5.0 Cancellation:

Failure to perform any or all of the terms, promises and/or conditions of the contract, including the scope of work, may be deemed a substantial breach thereof. Default may be for any of the following:

- 5.1 In the opinion of Circuit Court, the contractor fails to perform adequately the services required in the contract;
- 5.2 In the opinion of the Court, the contractor attempts to impose on Circuit Court services that are not specified in the contract, or workmanship which is of an unacceptable quality;
- 5.3 In the opinion of Circuit Court, the contractor fails to make progress in the performance of the requirements of the contract and/or gives Circuit Court a positive indication that the contractor will not or cannot perform to the requirements of the contract.
- 5.4 Circuit Court shall give the contractor written notice of default. After receipt of such notice, the contractor shall have ten (10) days in which to cure such failure.
- 5.5 In the event the contractor does not cure such failure, Circuit Court may terminate the contractual agreement resulting from this BID without further consideration by so notifying the contractor in writing. Circuit Court may also terminate contract with (30) days written notice for any reason deemed in the best interest of the court.
- 5.6 The Court reserves the right to terminate the contract at any time, for the convenience of the Court, without penalty or recourse, by giving written notice to the contractor at least fourteen (14) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Court pursuant to the contract prior to the effective date of termination.

6.0 Funding:

Circuit Court is operated and funded on a January 1 to December 31 basis. 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 to this contract shall be terminated immediately upon receipt of written notice from the Court. Notwithstanding the foregoing, the Court shall pay the Contractor for all services rendered up to the effective date of termination.

7.0

Assignment:

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Court Purchasing Department.

7.1

The contractor shall agree and understand that, in the event the Purchasing Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the Court pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

8.0

Background Check:

The awarded Offeror may be required to authorize and request release to the Circuit Court, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record. Circuit Court may conduct and/or review a background investigation before rendering a decision regarding offeror's eligibility to perform stated services. Offeror shall agree to cooperate in any such investigation, and release from all liability or responsibility the Circuit Court, and all other persons, firms, and Corporations.

9.0

Proposal Opening:

Proposals shall be opened on the date and time, and at the place designated in the cover page of this document, unless amended in writing by the Court. The name of each offeror and their bid response submitted shall be publicly read and recorded in the presence of witnesses at this time.

10.0

Offeror's Rights:

All materials submitted in response to this BID become the property of Court and are to be appended to any formal documentation which would further define or expand the contractual relationship between Circuit Court and the offeror.

11.0

Offer and Acceptance Period:

Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

12.0

Award of Contract:

The contract shall be awarded to the responsible Offeror whose bid is determined to be the most advantageous to Circuit Court, taking into consideration the evaluation factors and criteria set forth in the Invitation for Bid.

12.1

A single bid response allows Circuit Court to negotiate the contract with the submitting vendor.

13.0

Tie Bid

In the event of a tie bid, the purchasing agent will write the tie bidder's names on separate pieces of paper. The names will then be placed in an empty box and 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 vendor. The purchasing official and the witnesses shall document and attest to the results. Vendors are encouraged to be in attendance at the drawing.

14.0

Award Protest:

Any protest concerning the award of a contract shall be decided by the Director of Court Services after consultation with legal counsel. Protests shall be in writing to the Office of the Purchasing Department and shall be filed within three (3) business days of final approval and acceptance of the contested proposal by the Purchasing Department. The written protest shall include the name and address of the protestor, the RFP 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 Director of Court Services will respond the written protest within fourteen (14) DAYS OF ITS

RECEIPT. The Director of Court Services decision relative to the protest shall be final and no further appeals will be recognized.

Upon receipt of protest, the Circuit Court may, but is not required to delay its award of said contract. The protesting bidder is required to submit a bond by cashier's check the protest bond will be submitted as follows:

Issued in the amount of 1% of the value of the solicitation, but in no case less than five hundred dollars (\$500.00)

Or more than five thousand dollars. This bond shall be in the form of a US postal service money order or a certified cashier's check made payable to the Circuit Court of Jackson County. Money will be refunded to the submitting vendor only if the protest is found in their favor.

15.0 Contract:

A binding contract shall consist of: (1) the BID and any amendments thereto, (2) the contractor's response (offer) to the BID, (3) clarification of the proposal, if any, and (4) the Court's acceptance of the BID by "notice of award" or by "purchase order". All attachments included in the BID shall be incorporated into contract by reference and the subsequent contract shall be titled Carpet Replacement Contract Number 8000805-19-22-3

15.1 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, parts and/or services, the contractor must receive a properly authorized purchase order

15.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

15.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Court or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands that no other method and/or no other document, including correspondence from the Court, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

16.0 Contract Extension for Service:

Circuit Court reserves the right to extend the period of any resultant contract beyond the stated expiration date, after negotiation with contractor, for any period up to an additional 3 years, as long as contractor's performance remains of the highest quality and in to the benefit of the Circuit Court. Increase of Service costs may be adjusted to reflect changes in market and Prevailing Wage fluctuations. Vendor must provide the Courts proper documentation of increased costs and costs must be approved by the Circuit Court.

55.1 Upgrades in equipment/supplies to keep pace with changing technology or requirements of the Court are permissible with proof of pricing.

17.0 Severability:

If any provision of the contract is determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the contract shall not be affected and each provision of the contract shall be enforced to the fullest extent permitted by law.

18.0 Governing Law:

The contract shall be governed by the laws of the State of Missouri without regard to Missouri's choice of law rules and shall be deemed executed at Jackson County, Missouri.

19.0 Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in Jackson County, Missouri. The 16th Circuit Court sitting in Jackson County, Missouri, shall be the venue for any state action or proceeding arising hereunder in which the Circuit Court is a party.

Refer to specifications pages 3-5 of this bid, all costs to include labor for installation or removal

Item	Price per Square Foot Including Installation High Performance Carpet	Price per Square Foot Including Installation Standard Performance Carpet	Price per Square Foot Including Installation Base Performance Carpet
Broadloom Carpet			
PC Philadelphia	\$	\$	\$
Mannington	\$	\$	\$
Pat Craft	\$	\$	\$
Queen Q.C. Commercial	\$	\$	\$
PatCraft	\$	\$	\$
Carpet Squares	Price per Square Foot High Performance Carpet Squares Including Installation	Price per Square Foot Standard Performance Carpet Squares Including Installation	Price per Square Foot Base Performance Carpet Squares Including Installation
PC Philadelphia	\$	\$	\$
Mannington	\$	\$	\$
Queen Q.C. Commercial	\$	\$	\$
PatCraft	\$	\$	\$
PC Philidelphia	\$	\$	\$
Vinyl Composition Tile:	Base Grade Per Sq. Ft. Including Installation	Premium Grade Per Sq. Ft. Including Installation	
	\$	\$	
Slip Retardant	Armstrong Safety Zoe Per Sq. Ft. Including Installation	Including Installation Per Sq. Ft. Mannington Safewalks	
	\$	\$	
Porcelain Tile	Stone Peak – Simply Modern 12" X 24 Per Sq. Ft. Including Installation		
	\$		

20.0 Waiver

Waiver by either party of any term or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of this Agreement can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.

21.0 Billing

- 21.1 The Contractor shall submit invoice(s), certified copies of payroll and the Prevailing Wage Compliance Affidavit to the Purchasing Department for approval of payment.
- 21.2 Invoice must reference the purchase order number and must be received within thirty (30) days of completion of the service. Circuit Court will not make payment until all Prevailing Wage requirements are met.
- 21.3 Payment terms are net 30 days after approval of the invoice and all prevailing wage requirements are met.
- 21.4 No late payment fees shall apply.
- 21.5 The invoice shall be addressed to the Circuit Court of Jackson County, but mailed to Purchasing Department, Room 8M East, Kansas City, MO. 64106
- 21.6 Do not bill tax. The Court is exempt from payment of the Missouri Sales Tax in accordance With Section 39 (10), Article 3, of the Missouri Constitution and is also exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. A certificate of exemption will be sent per request of the awarded vendor.
- 21.7 Invoices must be attached to the required prevailing wage documents and e-mailed to: tshepard@courts.mo.gov or mailed to:
Jackson County Circuit Court
415 East 12th Street
Purchasing, Room 8M East
Kansas City, Missouri 64106
- 21.8 Vendor must invoice and provide prevailing wage within 30 days of job completion.
- 21.9 Circuit Court will only send payment to one designated remit to address.
- 21.10 Vendor must provide the specific contact name of our assigned representative, number and title for all invoice and payment questions.
- 21.11 Statements must include the specific invoice number and amount.
- 21.12 Payments: The Court will make payment to the contractor within 30 days of receipt of a correct and complete invoice that includes all requested prevailing wage Documentations. Invoice must itemize material and labor rates/hours separately
- 21.13 Service: At no time shall service and/or supplies be withheld due to non-payment or other issues. All services and supplies shall be performed and provided while any discrepancies are addressed.

21.0 Dock/Parking

Circuit Court is equipped with a loading/unloading dock on the Oak Street Side. Vendors may use the dock to load or unload equipment, tools and supplies. After unloading they must park either on the street or public parking areas. A list of parking lots will be supplied to vendor upon request.

Cove Base	4" tall per linear ft Including Installation	4 1/2" tall per linear ft Including Installation	6" tall per linear ft Including Installation
Roppe (Cove) Rubber with toe 700 series. Include Installation Cost	\$	\$	\$
Johnsonite TP Series Including Installation	\$	\$	\$
Roppe Contours #45 Visual 7" 3/4" Including Installation	\$		
LVT Commerical Luxury Vinyl Include Installation Cost	Mohawk Hot and Heavy Per Sq. Ft.	Armstrong Natural Creations Earthcut Per Sq. Ft.	Philadelphia In the Grain 2 Per Sq. Ft.
	\$	\$	\$
Stair Nose Including Installation	#204 Undercut Carpet Nosing 1/4" (Vinyl)	#206 Double Undercut Stair Nosing 1/4" Vinyl	
	\$	\$	
	Normal Working Hours	After hours	
Carpet Squares Take Up, removal and disposal Cost per square foot, including labor.	\$	\$	
Broadloom/Glue Down Take Up, removal and disposal Cost per square foot	\$	\$	
Broadloom/Pad Take Up, removal and disposal, Cost per square foot	\$	\$	
	Normal Working Hours	After hours	
Furniture Jacking Services, Price per hour Including Installation	\$	\$	
	Normal Working Hours	After hours	
Above and beyond normal required floor patch, leveler, Per Sq. Ft. normal working hours Including Installation	\$	\$	

Above and beyond normal required floor patch, leveler, Sq.ft. after normal working hours	\$	\$	
8.0 Stair Tread Johnsonite Cosmology Raised Square Surface Per Sq. Foot Including Installation	\$	\$	
	Vendor Signature:		

Pricing Agreement Bid #8000805-19-22-3

AGREEMENT: Bidder certifies that he/she has read pages 1-21 and understands, and will fully and faithfully comply with this Invitation for Bid and any referenced documents. That the following Company hereby agrees to furnish the services on which prices are quoted herein in accordance with all terms, conditions and specifications of this Invitation for Bid. Bidder also certifies that the prices offered were independently developed without consultation with any other bidders or potential bidders.

We further testify to our recognition of any modifications to IFB document as comprising a portion of the Contract Documents. Addendums recognized and included in the above bid are as follows: Numbers _____, _____, _____.

The undersigned proposer, having examined and determined the scope of the Request For Proposal, hereby proposes to provide the required travel, labor, services, materials, parts, and equipment and to perform the services as described in the proposal documents and to do all work at the prices set forth herein.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons submitting proposals on this contract.

Company Name Federal Tax Number or FEIN

Mailing Address DUNS #

City State Zip Code

Remit to Address

City State Zip Code

Printed Name Title of Representative

Authorized Signature Date

Company Phone Number

Company E-Mail Address

Website Address

All pages of this Invitation for Bid are expressly made a part of this contract. Signature of offeror as indicated herein above MUST BE COMPLETED before contract can be awarded.

COOPERATIVE PROCUREMENT

If the Circuit Court awarded you the proposed contract, would you sell under the same prices and terms of this contract to any Municipal, County, Public Utility, Hospital, or Educational Institution and 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.

The Circuit Court assumes no authority, liability or obligation, on behalf of any other public or private entity that may use any contract resulting from this bid.

All purchases and payment transaction will be made directly between the contractor and the requesting entity.

Any exceptions to this requirement must be specifically noted in the bid/proposal response. (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).

(Check one) Yes No

Signature: _____

Escalation/De-escalation:

Escalation/De-escalation of after warranty Service Charges

The price established in this contract for hourly rates shall be fixed for the first year of the contract. The percentage over contractor's cost shall remain firm and fixed during any term or duration of contract. Contractor may request increase in Hourly Wage Rate quoted after the first year when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workman in that occupational title category or increase of manufactures cost. However, increases will only take effect when the Contractor has provided evidence in writing of such increases to the reasonable satisfaction of the Circuit Court's Purchasing Manager and such Manager has indicated his/her approval of such increase in writing.

Print Name

Signature

Date

SUBCONTRACTOR INFORMATION

If Contractor has to sub-out any of the aforementioned work, please list below the Subcontractors company name and address. If no Subcontractor is required, please mark **N/A**. Either way, please submit this page with bid.

1) Company Name: _____ Phone: _____

Street Address: _____

City/State/Zip: _____

2) Company Name: _____ Phone: _____

Street Address: _____

City/State/Zip: _____

PRIOR EXPERIENCE (References)

Please list below three (3) current business references for which you have performed work similar to that required by this invitation for bid. **(If you are a current vendor of the Circuit Court Division you do not need to complete this section, please mark "CURRENT VENDOR or if you have done business with Circuit Court in the past)**

1. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

2. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

3. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

Company Name

Authorized Signature

AFFIDAVIT PAGE Bid 8000805-19-23-

Now comes in the City of _____, County of _____

State of _____ being duly sworn on her or his oath, deposes and says;

1. That I am the _____ (Title of Affiant) of _____ (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf;
2. That no officer, agent or employee of the Jackson County Circuit Court is financially interested, directly or indirectly in what Bidder is offering to sell to the Jackson County Court pursuant to this Invitation For Bid.
3. That if Bidder were awarded any contract job, work or service for the Jackson County Circuit Court, no officer, agent or employee of the Circuit Court would be pecuniary interested in or receive any benefit from the profit or emoluments of such;
4. That Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation For Bid.
5. That all employee's assigned to do work at the Jackson County Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."
6. It is our understanding that all informational materials and files reviewed which has been provided on a need-to-know basis in the performance of this contract shall be privileged and held confidential. It is agreed that information regarding the Circuit Court shall not be shared or discussed with any persons outside the Circuit Court without the express written consent of the Circuit Court. In the event there is reason to believe that the confidentiality of this information has been breached, the Court Administrator shall be notified immediately.

_____ (Name of Affiant)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

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

NOTARY PUBLIC in and for the County of _____

State of _____

(SEAL)

My commission expires: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$64.53
Boilermaker		\$67.29
Bricklayer		\$55.57
Carpenter		\$55.90
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$50.61
Plasterer		
Communications Technician		\$57.27
Electrician (Inside Wireman)		\$61.61
Electrician Outside Lineman		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$32.01*
Glazier		\$53.47
Ironworker		\$62.72
Laborer		\$44.64
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$50.06
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$56.40
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$50.36
Plumber		\$67.77
Pipe Fitter		
Roofer		\$51.99
Sheet Metal Worker		\$65.32
Sprinkler Fitter		\$32.01*
Truck Driver		\$46.29
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$57.32
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$46.40
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.73
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$46.19
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**Invitation For Bid
#8000805-19-22-3**



16th Judicial Circuit Court of Jackson County, Missouri
Purchasing Department
415 East 12th Street
Room 8M East
Kansas City, Missouri 64106

**Carpet Replacement
Contract 8000805-19-22-3**

Number: 8000805-19-22-3

Issue Date: July 1, 2019

Due Date: July 12, 2019

Time: 1:00 P.M. CST

Opening Date: July 12, 2019

Time: 1:05 P.M. CST

E-mail or Faxed bids will NOT be accepted.

Vendor may request a site visit to view the receiving area, elevators as well as typical areas that might require flooring replacement, such as, Jury Rooms, Courtrooms, Offices, Chambers, Bathrooms, Stairs and Hallways. Contact Terry Shepard for an appointment if you would like a site visit prior to bidding.

Terry Shepard
tshepard@courts.mo.gov

Phone: 816-881-1309

INVITATION FOR BID
#8000805-19-23-3
Carpet Replacement

Terry Shepard, CPPB
Assistant Director Court Services
Circuit Court of Jackson County
Purchasing Department
415 E. 12th Street; Room 8M East
Kansas City, Missouri 64106

Telephone: (816) 881-1309
Cell: (816) 889-8853
E-Mail: tshepard@courts.mo.gov

1.0 Overview:

The purpose of this Invitation to Bid is for the Jackson County Circuit Court to establish a Term and Supply vendor to Provide and Install replacement flooring for all locations of The Circuit Court of Jackson County on an as needed bases. The flooring may include but is not limited to; carpet (tiles and broadloom), Ceramic tiles, Vinyl tiles, Cove Base, Carpet Pad, Stair Treads, Stair Nosing, Transition Strips and all other supplies and materials associated with flooring services as well as take up and disposal of existing flooring materials.

**1.1 Contract Term: This is a Three (3) year contract with three (3) one year options to renew. Beginning July 15, 2019 thru July 14, 2022
Possible Renewables July 15, 2022 through July 2025**

1.2 Court Locations:

- 415 East 12th Street Kansas City, MO 64106
- 1305 Locust Street, Kansas City, MO 64106
- 1315 Locust Street, Kansas City, MO 64106
- 308 West Kansas, Independence, MO 64050

2.0 Scope of Services To Be As Follows:

- 2.1 Removal and proper/lawful disposal of existing floor materials that are to be replaced. Including but not limited to: Broadloom, Carpet Squares, Tile, Transition Strips, Stair Tread, padding, Rubber Cove Base, Wood Cove Base.
- 2.2 Installation of carpet includes vendor providing all labor, materials, supplies and equipment as required to complete each individual project (i.e. cove base, thresholds, strips, etc...) as required.
- 2.3 All steps to include stair nose.
- 2.4 Seaming diagram may be required prior to installation.
- 2.5 Vendor shall be responsible for physical measurements at no cost to the Court and is responsible for the accuracy of the measurement and the fit of the work.
- 2.6 Finished installation shall be smooth without shags, ripples, bubbles, stretching, open seams, gaps at walls or between carpet squares, or other irregularities that will detract from appearances of the carpet.
- 2.7 Vendor to provide all transportation and dumping fees necessary to complete the new

installation as well as disposal of demolition materials in a proper and lawful manner

- 2.8 Vendor MAY NOT use Circuit Court dumpsters or trash cans.
- 2.9 Carpet installation must follow the guidelines as set by the carpet manufacturer.
- 2.10 Floor preparation must be done in accordance with the carpet manufactures recommendations.
- 2.11 Vendor must clean existing carpet adhesive from decking or concrete floors and assure a sound, smooth surface, filling holes and cracks as necessary to accept the new floor covering. Commencement of work constitutes the Contractor's acceptance of surfaces and responsibility for them.
- 2.12 Furnish and install all hardware necessary for proper installation.
- 2.13 Upon completion of each area, remove all dirt, carpet scraps, yarns, razor blades etc. from the surface of the floor, finish by vacuuming new carpet for ready to move in condition.
- 2.14 All soiled spots or adhesive on carpet shall be removed. All loose pieces of yarn must be trimmed with sharp scissors.
- 2.15 Extreme caution to be taken when installing carpet not to damage or scrape area walls. All any damage done to paint, walls, woodwork, doors, wires etc. as a result of the carpet installation shall be the responsibility of the Contractor.
- 2.17 Circuit Court will in most cases have removed all furniture prior to carpet removal and installation, however in rare instances we will request the carpet vendor to move items.
- 2.18 Carpet stock: 10% carpet squares stock left for replacement use. Stock to be delivered to the 15 floor storage.
- 2.19 Vendor to provide quote before each job and receive purchase order prior to start of any project, quote to line itemize 10% overage for stock.
- 2.20 All carpet or flooring material installed at each job site shall be of the same millrun and/or dye lot for each item ordered. All carpet or flooring material shall be of the first quality (i.e. free from visual blemishes and physical defects.) No irregulars, promotional goods, mill ends, or remnants shall be accepted unless the Court requests such goods to be used.
- 2.21 Removal of existing carpet: The successful Contractor shall provide services to remove existing flooring, remove broadloom in large pieces, roll tightly and pack neatly in container; sweeping up dust or debris trail left in the removal process. Disposal must comply with Federal and Local laws.

3.0 Warranty: The successful Contractor shall warrant all material and workmanship delivery under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the Court may reasonably determine is the responsibility of the contractor for one year after the date of final acceptance/installation and without cost to the Court for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees as specified. All materials or equipment provided shall be new, unused or of the latest model or design and of recent manufacture with a valid manufactures product of warranty.

4.0 Floor Preparation: Floors shall be prepared in accordance with the manufacture's recommendations. Sub-floors/underlayment shall be dry, clean and smooth per CRI-104 and manufacturer's instructions. They shall be free from stain, varnish, solvent, wax, oil and other foreign matter.

- 4.0.1 Minor Floor Preparation shall be included in price quote and basic installation.
- 4.0.2 Filling of hairline cracks, 1/8" or less
- 4.0.3 Filling sporadic small chips and depressions of 1/4" deep or less than 3/4" in diameter
- 4.0.4 Broom sweeping of subfloors that are to be receiving new flooring.

4.1 Exceptions to Minor Floor Preparations such as unusual floor problems, rehabilitation, repair of structural damage, etc. are not included in price quote and basic installation and shall be identified and estimated accordingly. Exceptions to Minor Floor Preparation must be approved by the County before any charges may be assessed. Exceptions to Minor floor preparation shall include:

- 4.1.1 Sanding and scraping residue such as drywall mud, paint overspray, old adhesives etc.
- 4.1.2 Filling, leveling or floating water damaged concrete
- 4.1.3 Leveling or skim coating floors
- 4.1.4 Repairing or re-nailing defective underlayment

4.2 Perform bond and moisture tests on concrete sub floors to determine if surfaces are sufficiently dry.

4.3 Product Care:

Vendor shall provide original packaging listing manufacturer's name, product name, identification number and related information including documentation of NSF.ANSI and other required standards.

- 4.3.1 The successful contractor shall provide written instructions and on-site training in the maintenance of the carpet and flooring for custodial staff if requested by the Court

4.4 Broadloom and Carpet Tile Performance Standards

High Performance

- 4.4.1 Backing; Must have minimum 25 –year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not to be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
- 4.4.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 3.5.
- 4.4.3 Lightfastness: Rating of 4 or better after 160 standard fading hours.
- 4.4.3 Colorfastness: Rating of 3 or better
- 4.4.4 Permanent Stain Resistance: Pass AATCC175
- 4.4.5 Construction: Loop Pile

4.5 Standard Performance: Applies to medium – heavy traffic areas such as corporate, retail, hospitality, classrooms and with good installation conditions.

- 4.5.1 Backing; Must have minimum 15 –year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not to be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
- 4.5.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 3.0
- 4.5.3 Lightfastness: Rating of 4 or better after 80 standard fading hours
- 4.5.3 Colorfastness: Rating of 3 or better
- 4.5.4 Construction: Loop Pile

4.6 Base Performance: Applies to limited use areas such as private offices, conference rooms, sleeping rooms and some administrative areas and with the best installation conditions.

- 4.6.1 Backing; No warranty necessary for this performance level
- 4.6.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 2.5
- 4.6.3 Lightfastness: Rating of 4 or better after 40 standard fading hours
- 4.6.4 Colorfastness: Rating of 2 or better
- 4.6.5 Construction: Loop Pile

4.7 Vinyl Composition Tile: Base Grade – Reference the following products as standard of quality for this category

4.7.1 Base Grade- Reference the following products as standards of quality for this category

- Armstrong Standard Excelone Imperial Texture 1/8 inch thickness)
- Mannington Essential/Designer Essentials (1/8 inch thickness)
- Or Court Approved Equal

4.7.2 Premium Grade – Reference the following as standard of quality for this category

- Armstrong Natural Creations (1/8 inch thickness)
- Mannington Brushworks, Solid Point, Color Point (1/8 inch thickness)
- Or Court Approved Equal

4.7.3 Slip retardant – Reference the following products as standards of quality for this category

- Armstrong Safety Zoe (1/8 inch thickness)
- Mannington Safewalks (1/8 inch thickness)
- Or Court Approved Equal

4.8 LVT Commercial Luxury Vinyl

- Mohawk Hot and Heavy
- Armstrong – Natural Creations Earthcut
- Philadelphia In the Grain 2
- or Approved Equal

4.9 Resilient Wall Base/Cove Base

Rubber Wall Base: Resilient Wall Base Products complying with ASTM F-1861

- Johnsonite TP Series 4" and 6"
- Roppe 700 Series 4" and 6"
- Roppe Contours #45 Visual 7" ¾"
- or Approved Equal

5.0 Stair Nose

Roppe

- #204 Undercut Carpet Nosing ¼" (Vinyl)
- #206 Double Undercut Stair Nosing ¼" (Vinyl)
- or Approved Equal

6.0 Porcelain Tile

Stone Peak

- 12" X 24" Porcelain Tile
- Style: Simply Modern
- Color: Simply Tan
- or Approved Equal

7.0 Stair Tread

Johnsonite

- Cosmology Raised Square Surface
- One Piece Tread
- VIRTRSPS-LD6-SQ

8.0 Listed above are the specifications of materials Circuit Court has used in the past and intends to use going forward, however Circuit Court reserves the right to request from the awarded vendor a quote for materials that might be required to best serve the Courts needs that are not listed on the bid.

PART II CONTRACTOR'S RESPONSIBILITIES

1.0 Prevailing Wage:

This job is classified as Prevailing Wage **Not Less** than the prevailing hourly rate of wages, as set forth in the Annual Wage Order Number 26, Section 048, Incremental Increase Page dated: June 2019 attached to and made part of the specification for work under this contract, **must** be paid to all workers performing work under this contract. See section 290.250, RSMO. A **Journeyman** in respective trades must be the lead personnel when performing services.

1.1 Contractor will forfeit a penalty of one hundred (\$100) dollars per day (or portion of a day) to the 16th Judicial Circuit Court of Jackson County, Missouri/Circuit Court Division for each worker that is paid less than the prevailing wage rate for any work done under this contract by the contractor or by any subcontractor (See section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060, Code of State Regulations-Prevailing Wage Rules.

1.2 Contractor **MUST** strictly adhere to all **PREVAILING WAGE LAWS**. Which includes providing Certified Copies of Payroll and the completion of the Compliance Affidavit **BEFORE** Payment will be made by the 16th Judicial Circuit Court of Jackson County, Missouri / Circuit Court Division. Approved forms will be provided by the Purchasing Department upon request.

2.0 Equal Employment Opportunity:

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

3.0 Occupational Safety and Health Administration (OSHA):

The Contractor and his/her employees, while on the Circuit Court property, shall comply with the Occupational Safety and Health Act of 1970 (OSHA), latest version.

3.1 As of August 28, 2009; pursuant to the Missouri Revised Statutes [Chapter 292] Health and Safety of Employees {Section 292.675, paragraph 2} "Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.

3.2 The Contractor will forfeit a penalty to the 16th Judicial Circuit Court of Jackson County, Court Division in the amount of \$2,500 plus an additional \$100 for each worker employed by the contractor or subcontractor, for each calendar day, or portion thereof, such worker is employed without the required training. (See section 292.675 RSMo).

4.0 E-Verify:

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

4.1 As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Circuit Court) to a business entity, the business entity (Contractor) shall, by sworn affidavit and provision of

documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

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

5.0 Transient Employer:

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

6.0 Wage Subsidies, Bid Supplements, and Rebates:

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

- 6.1 In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsections 1 or 2 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610.
- 6.2 Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in section 290.262 for each hour that work was performed. It shall be the duty of the department to calculate the dollar amount owed to the public body under this section.

7.0 Right to Work

"All contractors doing business in the State of Missouri and working on behalf of the Jackson County Circuit Court **MUST** ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government." Contractor certifies, by signing the Attachment H – Contractor Information/Signature Page; page 26 of this BID that all employees of the Contractor are legally eligible to work within the United States. If Circuit Court determines that the contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing any future business with the Jackson County Circuit Court.

8.0 Certificate of Authority:

All Foreign corporations transacting business in the state of Missouri must have obtained a "Certificate of Authority" form – Corp – 42 from the Missouri Secretary of State.

- 18.1 Every foreign corporation now doing business in or which may hereafter do business in the state of Missouri without a certificate of authority shall be subject to a fine of not less than \$1,000.00 (see sections 351.572 and 351.574, RSMo).

9.0 Applicable Laws:

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

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

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

9.3 The contractor must strictly comply with Federal, State, and Local building and safety codes. Equipment must meet all Federal and State regulations for grounding of electrical equipment. The successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSII, NFPA and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provision of this bid.

10.0 Insurance:

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

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Missouri
2. Employer's Liability	
A. Each Accident	\$500,000.00
B. Disease-Each Employee	\$500,000.00
C. Disease-Policy Limit	\$500,000.00
3. Commercial General Liability	
A. Each Occurrence	\$1,000,000.00
B. Products/Completed Operations	\$2,000,000.00
C. Personal and Advertising Injury	\$1,000,000.00
D. General Aggregate	\$2,000,000.00
4. Business Automobile Liability	\$1,000,000.00

10.1 The awarded Contractor shall provide the Circuit Court with a Certificate of Insurance within 15 business days after award is made. The Certificate of Insurance must be received before the work can commence in connection with the contract, evidencing the coverage's above.

10.2 The insurance certificate shall name the Jackson County Circuit Court as the Certificate Holder with an endorsement modifying the policy to list the Circuit Court as additional insured for its interest on all policies of insurance, except Worker's Compensation and provides that the Circuit Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage.

11.0 Indemnification:

"Contractor shall bear all loss, expenses (including reasonable attorney fees), and damage in connection with, and shall indemnify and hold harmless Circuit Court Services, the Sixteenth

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

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

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

12.0 Offeror's Liability:

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

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

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

13.0 Offeror's Status:

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

14.0 Vendor's Employees on Site:

Supervision: It is the Contractors responsibility to supervise their employees on the job site.

14.1 On site workers must speak English or have an interpreter on site at all times.

14.2 All work shall be performed and all complaints handled with due regard to the Court public relations. The contractor shall utilize competent employees in performing the work. At the request of the Court, the contractor shall replace any incompetent, unfaithful, offensive, abusive or disorderly person in his or her employ. The Court and the contractor shall each be promptly notified by the other of any complaints received.

14.3 The contractor must strictly comply with Federal, State, and Local building and safety codes. Equipment must meet all Federal and State regulations for grounding of electrical equipment. The successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSII, NFPA and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provision of this bid.

14.4 In the event the contractor utilizes apprentice technicians in providing technical services as specified herein, the "Apprentice" to "Journeyman" ratio shall not be greater than one (1) to one (1). At least one (1) "Journeyman" MUST be present at any and/or all service work provided in this contract.

15.0 Licenses and Permits:

The Successful Contractor must provide a copy of a current Missouri State Business License to the Purchasing Department Ten (10) business days after receiving Notification of Award. The copy of the Missouri State business License must be received by the Circuit court Purchasing Department prior to the commencement of any work on this project.

15.1 All special licenses, permits, and/or inspection costs which may be required in the course of exceptional work under this contract from any entity of local, state or federal government shall be obtained by the contractor on behalf of the Circuit Court and shall be billed to the work requiring such. This does not apply to normal licenses, permits, and/or inspection costs which are required by electrical industry standards and other costs which the contractor must incur at its expense. Offeror's technical employees must possess all applicable licenses and must be properly certified to perform the requirements of this contract.

16.0 Warranty:

All materials furnished under this contract shall be the latest improved models in current production, as offered through commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon the date of acceptance by the Court. The contractor shall provide the designated Court representatives with all manufacturers' warranty documents upon completion of installation and any training prior to leaving the job site.

16.1 If any defects or signs of deterioration are noted which in the Court's opinion are due to faulty workmanship or materials, the contractor, upon notification and at his/her expense, shall make the necessary repairs to correct any deficiency in the job.

16.2 Regardless of any statement to the contrary, the contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

- 16.3 In regard to any goods which are included in the sale hereunder, contractor makes to the Court 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.
- 16.4 In the event that any new equipment or parts installed by the contractor fails and is under warranty, the contractor shall be responsible for replacement and contacting the manufacturer or supplier for warranty repair/replacement. The Court shall not be responsible for any additional costs to repair/replace new equipment or parts that are still under warranty. The contractor is responsible for all liability.
- 17.0 Ambiguity, Conflict, or Other Errors in BID:
If a proposer discovers any ambiguity, conflict, discrepancy omission or other error in the BID, it shall immediately notify the Senior Purchasing Agent of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given notice to all parties who have received this BID from Circuit Court's Purchasing Department. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the BID prior to submitting the proposal or it shall be deemed waived.
- 17.1 Implied Requirements: Products and services that are not specifically requested in this BID, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- 18.0 Minimum Qualifications:
Possession and submittal (if requested) of a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If personnel are not yet hired, the contractor shall provide at the time of employment.
- 18.1 Contractor MUST have at least five years of experience in the commercial industry. Technicians, unless "Apprentices" selected to perform work for this contract MUST have a minimum of three (3) years commercial experience. Apprentice shall have a minimum of one year of commercial experience. "Apprentices" and/or Helpers/Non technicians will not be allowed to perform a job unsupervised.
- 18.2 A Vendor shall provide documentation of license and commercial experience for journeymen and apprentices when requested by Circuit Court.
- 19.0 Silence of Specifications:
The apparent silence of specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 20.0 Confidentiality:
The contractor acknowledges that information disclosed to them concerning Circuit Court operations or business during the performance of the contract that is confidential and/or proprietary to Circuit Court, shall not be disclosed to third parties without Circuit Court's prior written consent.
- 20.1 The contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in their records or obtained by the Court or from others in carrying out their functions under the contract shall be used or disclosed by them. Circuit Court reserves the right to review such procedures to ensure acceptability. Persons requesting such information shall be referred to Circuit Court.
- 20.2 All proprietary information and all copies thereof shall be returned to Circuit Court upon completion of the work for which it was obtained or developed.

- 20.3 Ownership of all material and documentation originated and prepared pursuant to the BID shall belong exclusively to the Court and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a contractor in connection with a procurement transaction shall not be subject to disclosure under the Freedom of Information Act. However, the contractor must invoke the protections of this section prior to or upon submission of the data or other materials.
- 21.0 Asbestos:
If contractor suspects asbestos at the job site all work must be stopped immediately and the Circuit Court Buyer notified of the suspicion.
Testing of the suspected asbestos and removal will be the responsibility of the Circuit Court.
- 22.0 Environmental Protection:
The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 23.0 Dust Barrier:
If requested, Contractor must provide and install dust barriers and cover all ceiling and wall vents to contain dust and dirt.
- 24.0 Noise and Odors:
All jobs/tasks that will involve excessive noise (hammering, drilling, grinding etc) or strong odors (glues, grinding etc) vendor must notify the Senior Buyer and schedule these tasks between 7:00 AM to 9:00 .M. or after 5:00 P.M. or as discussed and approved by the Court Agent.
- 25.0 Damage Control
All buildings and appurtenances and finishing shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Including but not limited to flooring damage, scratches to wood etc.
25.1 Such damages to the foregoing shall be repaired and/or replaced by the approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.
- 26.0 Clean Up
The Contractor(s) shall at all times keep the property free from rubbish and debris. It is the responsibility of the vendor to legally and properly dispose of all debris.
26.1 Vendor shall clean all areas of scrap materials; dirt, dust and debris generated in performance of the service at the time the service is provided and lawfully dispose of.
26.2 Vendor must not use Court dumpsters, trash cans or any other Court property without prior authorization by the Circuit Court.
26.3 Public restrooms must not be used for washing of tools and equipment, nor may the stools or sinks be used to dispose of janitorial type liquids. Only assigned janitorial sinks as authorized by the Circuit Court Senior Buyer will be allowed for use.
- 27.0 Utilities and Services:
Any shutdown of utilities and or services must be approved and scheduled with the Circuit Court Senior Buyer.

- 28.0 Secure Facility:
Circuit Court Facilities are Secure Facilities and the vendor must take security measures at all times, especially when pertaining to tools. If any tools, equipment or materials become missing, report to the appointed Circuit Court representative immediately.
- 28.1 Vendor shall make prior arrangements with the Purchasing Manager for access to the building for performance of the service.
- 28.2 Vendor shall provide and update the list of all vendor personnel at the job site. Vendor shall comply with all security measures required by Circuit Court.
- 29.0 Client Safety:
The well being of the clients/employees of the occupants is paramount. Extreme caution and special care shall be taken in order to protect the clients/employees from unforeseen and unfamiliar danger. Construction activities shall not interfere with the normal Owner operation, except as otherwise arranged with and approved by the owner. The Contractor shall take all necessary precautions for the safety of the Court's and Contractor's employees at and on the worksite and shall erect and properly maintain at all times all necessary safeguards for the protection of the Public, Employees and Workman. The Contractor shall post signs warning against hazards in/and around the work site. Only authorized employees are allowed on the work sites. Family members or friends to the work site are not permitted.
- 29.1 Vendor shall report immediately to Circuit Courts representative the existence of unsafe condition (s), which will compromise the performance of the service.
- 30.0 Final Inspection & Approval:
Upon completion of project Contractor will request the Purchasing Manager and or Project Manager to conduct a site inspection. The Purchasing Agent will prepare a punch list during the inspection and shall forward a copy to the Contractor. After any corrective actions have been accomplished, the Contractor shall request a final inspection with the Court Purchasing Agent. Final project approval is contingent upon the Purchasing Managers final inspection and written approval.

PART III TERMS AND CONDITIONS

1.0 GENERAL CONDITIONS

- 1.1 The contractor 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.
- 1.2 The original bid response and all copies shall be signed by a corporate officer, partner, proprietor or owner.
- 1.3 The Circuit Court will not be responsible for articles or services furnished without a Purchase Order or Change Order if original order is altered.
- 1.4 Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Court Division is upon the contractor.
- 1.5 All invoices and correspondence shall show number of Purchase Order and the work order number. All invoices shall be rendered in duplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.
- 1.6 Contractor agrees to defend, protect, and hold the Circuit Court harmless from any claims and Actions arising out of patent infringement.
- 1.7 In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Circuit Court, it will be the policy of the Court to encourage the purchase of products manufactured or assembled or produced in the United States (Buy American Act), provided, However this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00.
- 1.8 Authorized signature must be on proposal as well as the printed name along with contact person and telephone number. Proposal is not valid unless signed by an authorized representative of the firm providing the proposal.
- 1.9 Do not include taxes in labor rates or costs d. The Circuit Court of Jackson County
- 1.10 Missouri is exempt from Federal transportation and state sales tax Sec. 39(10), Article 3 of Missouri Constitution of July 1, 1946. Circuit Court will provide tax certificates upon request of the awarded vendor.

2.0 Missouri Project Letter of Exemption:

Upon request of the vendor a Missouri Project Exemption Certificate will be issued by the Purchasing Manager.

- 2.1 If a contractor or subcontractor is to use new materials, parts, supplies, and equipment then the contractor or subcontractor a Missouri Project Exemption Certificate and Tax Exemption Letter will be issued and the contractor may purchase such items of tangible personal property without liability for sales tax if such property will be used in the performance of the contract.
- 2.2 The contractor awarded the contract under this solicitation is hereby obligated:
To pay any subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Circuit Court for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or to notify the Circuit Court and the subcontractor(s) in writing of the contractor's intention to withhold payment and the reason.

3.0 Exceptions

Any desired exceptions to the Terms and Conditions of the BID must be included in the bid response and must address the specific bid paragraph where a conflict exists. The offerors' preprinted terms and conditions WILL NOT be considered by Circuit Court and should therefore not be included with this proposal.

4.0 Performance

Circuit Court relies upon the contractor to provide services in accordance with the statement of work and the conditions set forth by Circuit Court. Therefore, the contractor agrees that timeliness, the capacity to deliver the service, and the quality of the service is the desired contractual outcome.

- 4.1 Circuit Court reserves the right to inspect all operations and to withhold payment for any work not performed or not performed in accordance with any specifications. Errors, omissions or mistakes in design shall be corrected at no cost to the Circuit Court. Failure to do so shall be cause for withholding of payment for that service. In addition, if deficiencies are not corrected in a timely manner, the Circuit Court may characterize the contractor as uncooperative, which could result in the termination of contract and/or future service opportunities.

5.0 Cancellation:

Failure to perform any or all of the terms, promises and/or conditions of the contract, including the scope of work, may be deemed a substantial breach thereof. Default may be for any of the following:

- 5.1 In the opinion of Circuit Court, the contractor fails to perform adequately the services required in the contract;
- 5.2 In the opinion of the Court, the contractor attempts to impose on Circuit Court services that are not specified in the contract, or workmanship which is of an unacceptable quality;
- 5.3 In the opinion of Circuit Court, the contractor fails to make progress in the performance of the requirements of the contract and/or gives Circuit Court a positive indication that the contractor will not or cannot perform to the requirements of the contract.
- 5.4 Circuit Court shall give the contractor written notice of default. After receipt of such notice, the contractor shall have ten (10) days in which to cure such failure.
- 5.5 In the event the contractor does not cure such failure, Circuit Court may terminate the contractual agreement resulting from this BID without further consideration by so notifying the contractor in writing. Circuit Court may also terminate contract with (30) days written notice for any reason deemed in the best interest of the court.
- 5.6 The Court reserves the right to terminate the contract at any time, for the convenience of the Court, without penalty or recourse, by giving written notice to the contractor at least fourteen (14) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Court pursuant to the contract prior to the effective date of termination.

6.0 Funding:

Circuit Court is operated and funded on a January 1 to December 31 basis. 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 to this contract shall be terminated immediately upon receipt of written notice from the Court. Notwithstanding the foregoing, the Court shall pay the Contractor for all services rendered up to the effective date of termination.

7.0

Assignment:

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Court Purchasing Department.

7.1

The contractor shall agree and understand that, in the event the Purchasing Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the Court pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

8.0

Background Check:

The awarded Offeror may be required to authorize and request release to the Circuit Court, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record. Circuit Court may conduct and/or review a background investigation before rendering a decision regarding offeror's eligibility to perform stated services. Offeror shall agree to cooperate in any such investigation, and release from all liability or responsibility the Circuit Court, and all other persons, firms, and Corporations.

9.0

Proposal Opening:

Proposals shall be opened on the date and time, and at the place designated in the cover page of this document, unless amended in writing by the Court. The name of each offeror and their bid response submitted shall be publicly read and recorded in the presence of witnesses at this time.

10.0

Offeror's Rights:

All materials submitted in response to this BID become the property of Court and are to be appended to any formal documentation which would further define or expand the contractual relationship between Circuit Court and the offeror.

11.0

Offer and Acceptance Period:

Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

12.0

Award of Contract:

The contract shall be awarded to the responsible Offeror whose bid is determined to be the most advantageous to Circuit Court, taking into consideration the evaluation factors and criteria set forth in the Invitation for Bid.

12.1

A single bid response allows Circuit Court to negotiate the contract with the submitting vendor.

13.0

Tie Bid

In the event of a tie bid, the purchasing agent will write the tie bidder's names on separate pieces of paper. The names will then be placed in an empty box and 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 vendor. The purchasing official and the witnesses shall document and attest to the results. Vendors are encouraged to be in attendance at the drawing.

14.0

Award Protest:

Any protest concerning the award of a contract shall be decided by the Director of Court Services after consultation with legal counsel. Protests shall be in writing to the Office of the Purchasing Department and shall be filed within three (3) business days of final approval and acceptance of the contested proposal by the Purchasing Department. The written protest shall include the name and address of the protestor, the RFP 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 Director of Court Services will respond the written protest within fourteen (14) DAYS OF ITS

RECEIPT. The Director of Court Services decision relative to the protest shall be final and no further appeals will be recognized.

Upon receipt of protest, the Circuit Court may, but is not required to delay its award of said contract. The protesting bidder is required to submit a bond by cashier's check the protest bond will be submitted as follows:

Issued in the amount of 1% of the value of the solicitation, but in no case less than five hundred dollars (\$500.00)

Or more than five thousand dollars. This bond shall be in the form of a US postal service money order or a certified cashier's check made payable to the Circuit Court of Jackson County. Money will be refunded to the submitting vendor only if the protest is found in their favor.

15.0 Contract:

A binding contract shall consist of: (1) the BID and any amendments thereto, (2) the contractor's response (offer) to the BID, (3) clarification of the proposal, if any, and (4) the Court's acceptance of the BID by "notice of award" or by "purchase order". All attachments included in the BID shall be incorporated into contract by reference and the subsequent contract shall be titled Carpet Replacement Contract Number 8000805-19-22-3

15.1 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, parts and/or services, the contractor must receive a properly authorized purchase order.

15.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

15.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Court or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands that no other method and/or no other document, including correspondence from the Court, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

16.0 Contract Extension for Service:

Circuit Court reserves the right to extend the period of any resultant contract beyond the stated expiration date, after negotiation with contractor, for any period up to an additional 3 years, as long as contractor's performance remains of the highest quality and in to the benefit of the Circuit Court. Increase of Service costs may be adjusted to reflect changes in market and Prevailing Wage fluctuations. Vendor must provide the Courts proper documentation of increased costs and costs must be approved by the Circuit Court.

55.1 Upgrades in equipment/supplies to keep pace with changing technology or requirements of the Court are permissible with proof of pricing.

17.0 Severability:

If any provision of the contract is determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the contract shall not be affected and each provision of the contract shall be enforced to the fullest extent permitted by law.

18.0 Governing Law:

The contract shall be governed by the laws of the State of Missouri without regard to Missouri's choice of law rules and shall be deemed executed at Jackson County, Missouri.

19.0 Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in Jackson County, Missouri. The 16th Circuit Court sitting in Jackson County, Missouri, shall be the venue for any state action or proceeding arising hereunder in which the Circuit Court is a party.

20.0 Waiver

Waiver by either party of any term or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of this Agreement can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.

21.0 Billing

- 21.1 The Contractor shall submit invoice(s), certified copies of payroll and the Prevailing Wage Compliance Affidavit to the Purchasing Department for approval of payment.
- 21.2 Invoice must reference the purchase order number and must be received within thirty (30) days of completion of the service. Circuit Court will not make payment until all Prevailing Wage requirements are met.
- 21.3 Payment terms are net 30 days after approval of the invoice and all prevailing wage requirements are met.
- 21.4 No late payment fees shall apply.
- 21.5 The invoice shall be addressed to the Circuit Court of Jackson County, but mailed to Purchasing Department, Room 8M East, Kansas City, MO. 64106
- 21.6 Do not bill tax. The Court is exempt from payment of the Missouri Sales Tax in accordance With Section 39 (10), Article 3, of the Missouri Constitution and is also exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. A certificate of exemption will be sent per request of the awarded vendor.
- 21.7 Invoices must be attached to the required prevailing wage documents and e-mailed to: tshepard@courts.mo.gov or mailed to:
Jackson County Circuit Court
415 East 12th Street
Purchasing, Room 8M East
Kansas City, Missouri 64106
- 21.8 Vendor must invoice and provide prevailing wage within 30 days of job completion.
- 21.9 Circuit Court will only send payment to one designated remit to address.
- 21.10 Vendor must provide the specific contact name of our assigned representative, number and title for all invoice and payment questions.
- 21.11 Statements must include the specific invoice number and amount.
- 21.12 Payments: The Court will make payment to the contractor within 30 days of receipt of a correct and complete invoice that includes all requested prevailing wage Documentations. Invoice must itemize material and labor rates/hours separately
- 21.13 Service: At no time shall service and/or supplies be withheld due to non-payment or other issues. All services and supplies shall be performed and provided while any discrepancies are addressed.

21.0 Dock/Parking

Circuit Court is equipped with a loading/unloading dock on the Oak Street Side. Vendors may use the dock to load or unload equipment, tools and supplies. After unloading they must park either on the street or public parking areas. A list of parking lots will be supplied to vendor upon request.

AFFIDAVIT

STATE OF Kansas)
) SS.
COUNTY OF Wyandotte)

DBA - Johnson Flour and Home Interiors One
RD Mann Commercial of the City of Kansas City
County of Wyandotte State of Kansas being duly sworn on her or his oath, deposes and says:

1. That I am the Project Manager (Title of Affiant) of RD MANN Commercial (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, 2018 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; or the State of Missouri and City of Kansas City, Missouri Debarment List

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.

RD Mann Commercial (Name of Bidder)
By: [Signature] (Signature of Affiant)
Project Manager (Title of Affiant)

Subscribed and sworn to before me this 11th day of October, 2019

Ashley M. Searcy
NOTARY PUBLIC in and for the County of Johnson (SEAL)
State of Kansas

My Commission Expires: Sept 27, 2022

ASHLEY M. SEARCY
Notary Public-State of Kansas
My Appt. Expires 9/29/22

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of t-shirts and wearing apparel for use by various County departments to Raytown Screen Print of Greenwood, MO, under the terms and conditions of Invitation to Bid No. 53-19.

RESOLUTION NO. 20303, November 18, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 53-19 for the furnishing of t-shirts and wearing apparel for use by various County departments; and,

WHEREAS, a total of nineteen notifications were distributed and three responses were received from the following:

BIDDER

Raytown Screen Print
Greenwood, MO

SP Designs
Cape Coral, FL

AD Wear & Specialty
Houston, TX

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of t-shirts and wearing

apparel for use countywide to Raytown Screen Print as the lowest and best bid received;
and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishments of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20303 of November 18, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

11/14/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION
EXECUTIVE OFFICE

Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20303

Sponsor(s): Crystal Williams

Date: November 18, 2019

NOV 13 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with a Twelve Month Option to Extend, for the furnishing of T-Shirts and Wearing Apparel for Various County Departments to Raytown Screen Printing under the terms and conditions of Invitation to Bid No. 53-19</u></p>																										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Department</th> <th style="text-align: left;">Estimated Usage</th> </tr> </thead> <tbody> <tr> <td>Parks + Rec</td> <td>\$50,000.00</td> </tr> <tr> <td>Department of Corrections</td> <td>\$20,000.00</td> </tr> <tr> <td>Public Works</td> <td>\$10,000.00</td> </tr> <tr> <td>Communications</td> <td>\$ 2,000.00</td> </tr> <tr> <td>COMBAT</td> <td>\$ 1,000.00</td> </tr> <tr> <td>Human Resources</td> <td>\$ 1,000.00</td> </tr> <tr> <td>Total</td> <td>\$84,000.00</td> </tr> </tbody> </table> <p>This RLA only approves the term and supply contract. The funds are appropriated through the annual budget adoption. Figures included in the Budget Information section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department	Estimated Usage	Parks + Rec	\$50,000.00	Department of Corrections	\$20,000.00	Public Works	\$10,000.00	Communications	\$ 2,000.00	COMBAT	\$ 1,000.00	Human Resources	\$ 1,000.00	Total	\$84,000.00
Amount authorized by this legislation this fiscal year:																											
Amount previously authorized this fiscal year:																											
Total amount authorized after this legislative action:																											
Amount budgeted for this item * (including transfers):																											
Source of funding (name of fund) and account code number:																											
Department	Estimated Usage																										
Parks + Rec	\$50,000.00																										
Department of Corrections	\$20,000.00																										
Public Works	\$10,000.00																										
Communications	\$ 2,000.00																										
COMBAT	\$ 1,000.00																										
Human Resources	\$ 1,000.00																										
Total	\$84,000.00																										
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 19242, August 29, 2016</p>																										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																										
REQUEST SUMMARY	<p>The County requires a Term and Supply Contract for the furnishing of T-Shirts and Wearing Apparel for various County Departments. The Purchasing Department issued Invitation to Bid No. 53-19 to meet these requirements.</p> <p>A total of nineteen notifications were distributed and three responses were received and evaluated as follows:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>No</th> <th>Description</th> <th>Raytown Screen Greenwood, MO</th> <th>SP Designs Cape Coral, FL</th> <th>AD Wear Houston, TX</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>T-Shirt, Short Sleeve, Crew Neck</td> <td>\$1.90</td> <td>\$2.02</td> <td>\$1.91</td> </tr> <tr> <td>02</td> <td>T-Shirt, Short Sleeve, W/Pocket</td> <td>\$3.84</td> <td>\$4.25</td> <td>\$3.84</td> </tr> <tr> <td>03</td> <td>T-Shirt, Long Sleeve</td> <td>\$3.21</td> <td>\$3.51</td> <td>\$3.21</td> </tr> </tbody> </table>	No	Description	Raytown Screen Greenwood, MO	SP Designs Cape Coral, FL	AD Wear Houston, TX	01	T-Shirt, Short Sleeve, Crew Neck	\$1.90	\$2.02	\$1.91	02	T-Shirt, Short Sleeve, W/Pocket	\$3.84	\$4.25	\$3.84	03	T-Shirt, Long Sleeve	\$3.21	\$3.51	\$3.21						
No	Description	Raytown Screen Greenwood, MO	SP Designs Cape Coral, FL	AD Wear Houston, TX																							
01	T-Shirt, Short Sleeve, Crew Neck	\$1.90	\$2.02	\$1.91																							
02	T-Shirt, Short Sleeve, W/Pocket	\$3.84	\$4.25	\$3.84																							
03	T-Shirt, Long Sleeve	\$3.21	\$3.51	\$3.21																							

	04	Sport Shirt	\$4.70	\$6.08	\$5.13
	05	Sweatshirt	\$4.40	\$4.81	\$5.13
	06	Discount on Catalog Items	50%	20%	20%
	<p>Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department recommends the award of a Twelve Month Term and Supply Contract, with a Twelve Month Option to Extend, for the furnishing of T-Shirts and Wearing Apparel for County Wide use to Raytown Screen Printing of Greenwood, Missouri as the lowest and best bid received.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p>				
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)				
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals There were no goals assigned to this Contract <input type="checkbox"/> VBE Goals				
ATTACHMENTS	The Abstract of Bids Received, a Detailed Recap of Bids Received and the pertinent pages of Raytown Screen Printing's bid documents.				
REVIEW	Department Director:			Date:	
	<i>Michael Weaver</i>			11-13-19	
	Finance (Budget Approval): If applicable			Date:	
	<i>[Signature]</i>			11/13/19	
	Division Manager:			Date:	
	<i>[Signature]</i>			11-13-19	
	County Counselor's Office:			Date:	
	<i>[Signature]</i>			11/14/19	

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

ABSTRACT OF BIDS

Invitation to Bid No. 53-19 T-Shirts and Wearing Apparel Opens: 2:00 PM, CDT on 10/15/2019																					
NO	DESCRIPTION	UNIT	QTY	Raytown Screen Print Greenwood MO	SP Designs Cape Coral FL	AD Wear & Specialty Houston TX	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	
1	T-Shirt, Crew Neck, 100% Cotton Neutral			\$ 1.90	\$ 2.02	\$ 1.91															
2	T-Shirt, Crew Neck, W/Pocket, 100% Cotton Neutral			\$ 3.84	\$ 4.25	\$ 3.84															
3	T-Shirt, Long Sleeve, Crew Neck, 100% Cotton Neutral			\$ 3.21	\$ 3.51	\$ 3.21															
4	Sport Shirt, Pique, 100% Cotton, Neutral			\$ 4.70	\$ 6.08	\$ 5.13															
5	Sweatshirt, Long Sleeve, Crew Neck, Neutral			\$ 4.40	\$ 4.81	\$ 4.43															
6	Catalog Items - Discount			50%	20%	20%															
7	Screen Printing Charges Per Item - One Color			.75	.90	.70															
8	Embroidery Charges per 1000 stitches, one color			.75	5.00	3.75															
9	Artwork, Charge per Hour			30.00	N/C	N/C															
10	Digitizing Services, Charge per Hour			30.00	N/C	N/C															

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: October 15, 2019, BY
Yudi H. Breenland
 CLERK OF THE LEGISLATURE
Barbara Casamendo
 PURCHASING

Recap of 53-19 T-Shirts

No	Description	Raytown	SP Designs	Ad Wear
1	T-Shirt, 100% Cotton			
	Neutrals Size Small - XL	\$ 1.90	\$ 2.02	\$ 1.91
	Additional Charge for 2X	\$ 1.50	\$ 4.59	\$ 3.91
	Additional Charge for 3X	\$ 2.50	\$ 5.16	\$ 5.91
	Additional Charge for 4X	\$ 3.00	\$ 5.16	\$ 5.91
	Additional Charge for 5X	\$ 3.50	\$ 5.16	\$ 5.91
	Heathers Size Small - XL	\$ 2.06	\$ 2.27	\$ 2.09
	Additional Charge for 2X	\$ 1.75	\$ 4.15	\$ 4.09
	Additional Charge for 3X	\$ 2.75	\$ 5.57	\$ 6.09
	Additional Charge for 4X	\$ 3.25	\$ 5.57	\$ 6.09
	Additional Charge for 5X	\$ 3.50	\$ 5.57	\$ 6.09
	Colors Size Small - XL	\$ 2.15	\$ 2.46	\$ 2.09
	Additional Charge for 2X	\$ 1.75	\$ 4.35	\$ 4.09
	Additional Charge for 3X	\$ 2.75	\$ 5.85	\$ 6.09
	Additional Charge for 4X	\$ 3.25	\$ 5.85	\$ 6.09
	Additional Charge for 5X	\$ 3.50	\$ 5.85	\$ 6.09
2	T-Shirt W/Pocket 100% Cotton			
	Neutrals Size Small - XL	\$ 3.84	\$ 4.25	\$ 3.84
	Additional Charge for 2X	\$ 1.55	\$ 6.03	\$ 5.84
	Additional Charge for 3X	\$ 2.55	\$ 7.84	\$ 6.84
	Additional Charge for 4X	\$ 3.05	\$ 7.93	\$ 6.84
	Additional Charge for 5X	\$ 3.55	\$ 7.98	\$ 6.74
	Heathers Size Small - XL	\$ 4.33	\$ 4.90	\$ 4.31
	Additional Charge for 2X	\$ 1.75	\$ 6.97	\$ 6.31
	Additional Charge for 3X	\$ 2.75	\$ 8.80	\$ 7.31
	Additional Charge for 4X	\$ 3.25	\$ 8.96	\$ 7.31
	Additional Charge for 5X	\$ 3.75	\$ 8.96	\$ 7.31
	Colors Size Small - XL	\$ 5.16	\$ 5.71	\$ 4.31
	Additional Charge for 2X	\$ 1.75	\$ 8.02	\$ 6.31
	Additional Charge for 3X	\$ 2.75	\$ 9.85	\$ 7.31
	Additional Charge for 4X	\$ 3.25	\$ 9.95	\$ 7.31
	Additional Charge for 5X	\$ 3.75	\$ 10.05	\$ 7.31
3	T-Shirt Long Sleeve			
	Neutrals Size Small - XL	\$ 3.21	\$ 3.51	\$ 3.21
	Additional Charge for 2X	\$ 1.60	\$ 4.71	\$ 5.21
	Additional Charge for 3X	\$ 2.60	\$ 6.11	\$ 6.21
	Additional Charge for 4X	\$ 3.10	\$ 6.11	\$ 6.21
	Additional Charge for 5X	\$ 3.60	\$ 6.11	\$ 6.21
	Heathers Size Small - XL	\$ 4.05	\$ 4.33	\$ 4.43
	Additional Charge for 2X	\$ 1.60	\$ 5.53	\$ 6.43
	Additional Charge for 3X	\$ 2.60	\$ 6.93	\$ 7.43
	Additional Charge for 4X	\$ 3.10	\$ 6.93	\$ 7.43
	Additional Charge for 5X	\$ 3.60	\$ 6.93	\$ 7.43
	Colors Size Small - XL	\$ 4.31	\$ 4.69	\$ 4.43

Recap of 53-19 T-Shirts

	Additional Charge for 2X	\$ 1.75	\$ 5.89	\$ 6.43
	Additional Charge for 3X	\$ 2.75	\$ 7.29	\$ 7.43
	Additional Charge for 4X	\$ 3.25	\$ 7.29	\$ 7.43
	Additional Charge for 5X	\$ 3.75	\$ 7.29	\$ 7.43
4	Short Shirt, Short Sleeve			
	Neutrals Size Small - XL	\$ 4.70	\$ 6.08	\$ 5.13
	Additional Charge for 2X	\$ 2.00	\$ 8.08	\$ 7.13
	Additional Charge for 3X	\$ 3.00	\$ 8.18	\$ 8.13
	Additional Charge for 4X	\$ 3.50	\$ 8.18	\$ 8.13
	Additional Charge for 5X	\$ 4.00	\$ 8.18	\$ 8.13
	Heathers Size Small - XL	\$ 4.70	\$ 6.08	\$ 5.13
	Additional Charge for 2X	\$ 2.00	\$ 8.08	\$ 7.13
	Additional Charge for 3X	\$ 3.00	\$ 8.18	\$ 8.13
	Additional Charge for 4X	\$ 3.50	\$ 8.18	\$ 8.13
	Additional Charge for 5X	\$ 4.00	\$ 8.18	\$ 8.13
	Colors Size Small - XL	\$ 4.70	\$ 6.08	\$ 5.13
	Additional Charge for 2X	\$ 2.00	\$ 8.08	\$ 7.13
	Additional Charge for 3X	\$ 3.00	\$ 8.18	\$ 8.13
	Additional Charge for 4X	\$ 3.50	\$ 8.18	\$ 8.13
	Additional Charge for 5X	\$ 4.00	\$ 8.18	\$ 8.13
5	Sweatshirt, Long Sleeve			
	Neutrals Size Small - XL	\$ 4.40	\$ 4.81	\$ 4.43
	Additional Charge for 2X	\$ 1.75	\$ 6.31	\$ 6.43
	Additional Charge for 3X	\$ 2.75	\$ 7.21	\$ 7.43
	Additional Charge for 4X	\$ 3.25	\$ 7.21	\$ 7.43
	Additional Charge for 5X	\$ 3.75	\$ 7.21	\$ 7.43
	Heathers Size Small - XL	\$ 5.59	\$ 6.22	\$ 5.91
	Additional Charge for 2X	\$ 1.75	\$ 7.20	\$ 7.91
	Additional Charge for 3X	\$ 2.75	\$ 8.07	\$ 8.91
	Additional Charge for 4X	\$ 3.25	\$ 8.07	\$ 8.91
	Additional Charge for 5X	\$ 3.75	\$ 8.07	\$ 8.91
	Colors Size Small - XL	\$ 5.85	\$ 6.54	\$ 5.91
	Additional Charge for 2X	\$ 1.75	\$ 7.84	\$ 7.91
	Additional Charge for 3X	\$ 2.75	\$ 8.74	\$ 8.91
	Additional Charge for 4X	\$ 3.25	\$ 8.74	\$ 8.91
	Additional Charge for 5X	\$ 3.75	\$ 8.74	\$ 8.91
6	Discounts			
	Discount off Pricing	50%	20%	20%
	Mark-Up on Pricing	30%	N/B	N/B
7	Screen Printing Charges			
	1 Color	\$ 0.75	\$ 0.90	\$ 0.70
	2 Color	\$ 1.50	\$ 1.65	\$ 0.85
	3 Color	\$ 2.25	\$ 2.30	\$ 1.00

Recap of 53-19 T-Shirts

	4 Color	\$ 3.00	\$ 2.85	\$ 1.50
	5 Color	\$ 3.75	\$ 3.35	\$ 1.80
	6 Color	\$ 4.25	\$ 3.80	\$ 2.00
	8 Embroidery Charges			
	Per 1000 Stitches			
	1 Color	\$ 0.75	\$ 5.00	\$ 0.53
	2 Color	\$ 0.75	\$ 5.00	\$ 0.53
	3 Color	\$ 0.75	\$ 5.00	\$ 0.53
	4 Color	\$ 0.75	\$ 5.00	\$ 0.53
	5 Color	\$ 0.75	\$ 5.00	\$ 0.53
	6 Color	\$ 0.75	\$ 5.00	\$ 0.53
	9 Artwork Charges per Hour	\$ 30.00	N/B	N/B
	10 Digitizing Services per Hour	\$ 30.00	N/B	N/B

6.3 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents may not contact any other County personnel regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contacts are grounds for REJECTION of the bid.

7.0 QUOTATION

No.	Description	Neutrals	Heathers	Colors
01	T-Shirt, Crew Neck, 100% Cotton, 6.1 Ounce			
	Gildan Ultra Cotton No. 2000 or Comparable			
	Adult Sizes Small to 5XL			
	Small to XL	\$ 1.90	\$ 2.06	\$ 2.15
	Additional Charge for 2XL	\$ 1.50	\$ 1.75	\$ 1.75
	Additional Charge for 3XL	\$ 2.50	\$ 2.75	\$ 2.75
	Additional Charge for 4XL	\$ 3.00	\$ 3.25	\$ 3.25
	Additional Charge for 5XL	\$ 3.50	\$ 3.50	\$ 3.50
	Manufacturer & Catalog No. Bid: Gildan #2000			
02	T-Shirt, Crew Neck, With Pocket, 100% Cotton			
	6.1 Ounce, Gildan Ultra Cotton No. 2400 or			
	Comparable, Adult Sizes Small to 5XL #2300			
	Small to XL	\$ 3.84	\$ 4.33	\$ 5.16
	Additional Charge for 2XL	\$ 1.55	\$ 1.75	\$ 1.75
	Additional Charge for 3XL	\$ 2.55	\$ 2.75	\$ 2.75
	Additional Charge for 4XL	\$ 3.05	\$ 3.25	\$ 3.25
	Additional Charge for 5XL	\$ 3.55	\$ 3.75	\$ 3.75
	Manufacturer & Catalog No. Bid: Gildan #2300			
03	T-Shirt, Long Sleeve, Crew Neck, 100% Cotton			
	6.1 Ounce, Gildan Ultra Cotton or Comparable			
	Adult Sizes Small to 5XL			
	Small to XL	\$ 3.21	\$ 4.05	\$ 4.31
	Additional Charge for 2XL	\$ 1.60	\$ 1.60	\$ 1.75
	Additional Charge for 3XL	\$ 2.60	\$ 2.60	\$ 2.75
	Additional Charge for 4XL	\$ 3.10	\$ 3.10	\$ 3.25
	Additional Charge for 5XL	\$ 3.60	\$ 3.60	\$ 3.75
	Manufacturer & Catalog No. Bid: Gildan #2400			
04	Sport Shirt, Pique, 100% Cotton, 6.5 Ounce			
	Gildan Ultra Cotton No. 3800 or Comparable			
	Adult Sizes Small to 5XL			
	Small to XL	\$ 4.90	\$ 4.90	\$ 4.90
	Additional Charge for 2XL	\$ 2.00	\$ 2.00	\$ 2.00
	Additional Charge for 3XL	\$ 3.00	\$ 3.00	\$ 3.00
	Additional Charge for 4XL	\$ 3.50	\$ 3.50	\$ 3.50
	Additional Charge for 5XL	\$ 4.00	\$ 4.00	\$ 4.00
	Manufacturer & Catalog No. Bid: Gildan #3800			

Gildan Pocket T
is #2300

No.	Description	Neutrals	Heathers	Colors
05	Sweatshirt, Long Sleeve, Crew Neck, 50/50 Cotton Polyester, 7.75 Ounce, Gildan Heavy Blend No. 18000 or Comparable Adult Sizes Small to 5XL Small to XL	\$ 4.40	\$ 5.59	\$ 5.85
	Additional Charge for 2XL	\$ 1.75	\$ 1.75	\$ 1.75
	Additional Charge for 3XL	\$ 2.75	\$ 2.75	\$ 2.75
	Additional Charge for 4XL	\$ 3.25	\$ 3.25	\$ 3.25
	Additional Charge for 5XL	\$ 3.75	\$ 3.75	\$ 3.75
	Manufacturer & Catalog No. Bid: Gildan # 18000			
06	Catalog Items:			
	Discount Off Pricing	Yes/No	50 %	
	Mark-Up On Pricing	Yes/No	30 %	Cost X 30%
07	Screen Printing Charges Per Item:			
	One Color	\$.75		
	Two Colors	\$ 1.50		
	Three Colors	\$ 2.25		
	Four Colors	\$ 3.00		
	Five Colors	\$ 3.75		
	Six Colors	\$ 4.25		
08	Embroidery Charges per 1000 Stiches/Item:			
	One Color	\$.75		
	Two Colors	\$ "		
	Three Colors	\$ "		
	Four Colors	\$ "		
	Five Colors	\$ "		
	Six Colors	\$ "		
09	Artwork, Charge per Hour	\$ 30.00		
10	Digitizing Services per Hour	\$ 30.00		

Company Name: Raytown Screen Printing	Web Site Address: —
Person Authorized to Sign Bid: Dan Soltys	Telephone Number: 816-804-1854
Title: Owner	Fax Number: —
Signature: <i>[Signature]</i>	Email Address: <i>jdjsoltys@gmail.com</i>
Street Address: 1003 Aoc Henry Rd.	
City, State and Zip Code: Greenwood, Mo 64034	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of hydraulic systems parts and repair services for use by the Public Works Department to Calibrated Products, Inc., of Blue Springs, MO under the terms and conditions of Invitation to Bid 52-19.

RESOLUTION NO. 20304, November 18, 2019

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Public Works Department has a need for parts and repair services for the hydraulic systems in use by the Road and Bridge Division; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 52-19 for parts and repair services for the County's hydraulic systems; and,

WHEREAS, the only bid received was from Calibrated Products, Inc., of Blue Springs, MO; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of hydraulic systems parts and repair services for use by the Public Works Department to Calibrated Products, Inc., of Blue Springs, MO, under the terms and conditions of Invitation to Bid No. 52-19, as the lowest and best bid received; and,

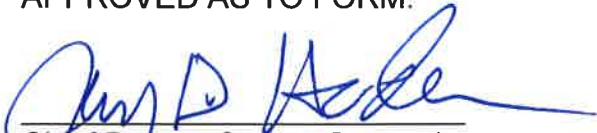
WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the award; and,


BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be, and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20304 of November 18, 2019, as duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

11/13/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

EXECUTIVE OFFICE

Completed by County Counselor's Office:



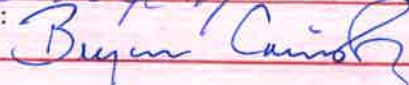
Res/Ord No.: 20304

Sponsor(s): Ronald E. Finley

Date: November 18, 2019

NOV 13 2019

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of Hydraulic Systems Parts and Repair Services for use by the Public Works Department to Calibrated Products, Inc. of Blue Springs, MO under the terms and conditions of Invitation to Bid 52-19.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Public Works Estimated Use: \$25,000</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:	\$										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
<p>REQUEST SUMMARY</p>	<p>The Pubic Works Department requires a term and supply contract for parts and repair services for the hydraulic systems in use by the Road and Bridge Division. The Purchasing Department issued Invitation to Bid 52-19 in response to this requirement.</p> <p>Ten notifications were distributed, and one response was received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th>Respondent</th> <th>Repair Services – Regular Time Per Hour</th> <th>Repair Services – Emergency Per Hour</th> </tr> </thead> <tbody> <tr> <td>Calibrated Products Blue Springs, MO</td> <td>\$75.00</td> <td>\$112.50</td> </tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of Hydraulic Systems Parts and Repair Services for use by the Public Works Department to Calibrated Products, Inc. of Blue Springs, MO under the terms and conditions of Invitation to Bid 52-19 as the lowest and best bid received.</p>	Respondent	Repair Services – Regular Time Per Hour	Repair Services – Emergency Per Hour	Calibrated Products Blue Springs, MO	\$75.00	\$112.50				
Respondent	Repair Services – Regular Time Per Hour	Repair Services – Emergency Per Hour									
Calibrated Products Blue Springs, MO	\$75.00	\$112.50									
<p>CLEARANCE</p>	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals</p>										

	<input type="checkbox"/> WBE Goals N/A	
	<input type="checkbox"/> VBE Goals	
ATTACHMENTS	Abstract of Bids Received, Recommendation Memo from Public Works, pertinent pages of the bid from Calibrated Products	
REVIEW	Department Director: 	Date: 11.12.2019
	Finance (Budget Approval): <i>If applicable</i>	Date: 11/12/19
	Division Manager: 	Date: 11-13-19
	County Counselor's Office: 	Date: 11/14/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Jackson County
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Katie Bartle, Senior Buyer, Finance and Purchasing Department
FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department
DATE: October 24, 2019
SUBJECT: Recommendation for Vendor: Calibrated Products

Please consider Calibrated Products be awarded term and supply vendor for bid No. 52-19 Hydraulic Systems Parts & Repair Services to County Road and Bridge division. Calibrated Products was the only vendor that submitted a bid for bid No. 52-19, Hydraulic Systems Parts & Repair Services.

It is estimated that the County could spend approximately \$25,000.00 annually with Calibrated Products.

For the reasons above, it has been requested that Calibrated Products be awarded the term and supply contract for bid No. 52-19, Hydraulic Systems Parts & Repair Services.

Thank you for your consideration,

Thank you,

Matt Willier

Jim Evans: Road & Bridge Administrator

A handwritten signature in black ink, appearing to read "Matt Willier".

A handwritten signature in black ink, appearing to read "Jim Evans".

ABSTRACT OF BIDS

ITB: 52-19		DESCRIPTION	UNIT	QTY	Calibrated Products		AMOUNT	AMOUNT	AMOUNT	AMOUNT
Date: 10/22/19	COMMODITY: Hydraulic Systems Parts and Repair Services				AMOUNT	AMOUNT				
1.0	Repair Services	Hour	1		75.00					
2.0	Repair Services - Emergency	Hour	1		112.50					

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: October 23, 2019, BY
[Signature]
 CLERK OF THE LEGISLATURE

 PURCHASING

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(Complete in full, Use attachments if necessary)

Name of Bidder: <u>Calibrated Products Inc</u>	
Address with Zip Code: <u>604 SW 10th Street BSMO 64015</u>	
Federal Tax I.D. Number: <u>43-1900470</u>	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION :	
Date of Incorporation: <u>2000</u>	Name of State(s) in which incorporated: <u>MO</u>
President's Name: <u>Richard Riddle</u>	Vice-President's Name: <u>Sandra Riddle</u>
Secretary's Name: <u>Richard Riddle</u>	^{VP} Treasurer's Name: <u>Scott Heimsoth</u>
If PARTNERSHIP :	
Is the Partnership: General <input type="checkbox"/> Limited <input type="checkbox"/> Association <input type="checkbox"/> (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1. Rick Riddle	
2. Chris Osborn	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: <u>100</u>	
No. of Permanent Employees: <u>16</u>	Geographical Limits of Operation: <u>200 MILE RADIUS</u>
No. of years in business: <u>19</u>	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes **(No)** (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:
 Jackson County Blanket PO initially 25M
 City of Columbia Blanket PO, no limit

List of Current Contracts, Including Amount of Each:
 Jackson County

Customer Reference (state name, address, and phone number):
 Superior Bowen - Danny Jackson (816) 921-8296
 Vance Brothers - Earl Goad (816) 499-8140

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
N/A			

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):

DBE STATUS Indicate status claimed:

1. Minority Owned Business (MBE) YES ___ NO

African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___

2. Woman Owned Business (WBE) YES ___ NO

3. Small Business YES ___ NO

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): Sandra Payne Title: Operations VP
 Signature: Sandra Payne Date: 10/25/19

8.0 QUOTATION

4.1 PRICING

Hourly labor rate for repair services: \$ 7500 /Hour

Emergency hourly labor rate for repair services: \$ 11250 /Hour

Provide the percentage discount off of the Manufacturer's Suggested Retail Price for the items below. The discount will be applied to the current price list or catalog submitted with this bid package.

NO.	DESCRIPTION	PERCENTAGE DISCOUNT OFF MSRP
1.0	CHAR-LYNN MOTORS	25 %
2.0	COMMERCIAL SHEARING PUMPS	Same as 1.0
3.0	COMMERCIAL SHEARING MOTORS	%
4.0	COMMERCIAL SHEARING VALVES	%
5.0	SUNSTRAND PUMPS	%
6.0	SUNSTRAND MOTORS	%
7.0	SUNSTRAND VALVES	%
8.0	VICKERS PUMPS	%
9.0	VICKERS MOTORS	%
10.0	VICKERS VALVES	%
11.0	PARKER/GERSEN PUMPS	%
12.0	PARKER/GERSEN VALVES	%
13.0	PARKER/GERSEN FILTERS	%
14.0	LENZ ACCESSORIES	%
15.0	MUNCIE POWER - TAKE-OFF	%
16.0	CHELSEA POWER - TAKE-OFF	%

Mark upon sale price all

4.2 HOURS OF OPERATION: State the service hours with applicable days per week and point of contact for service calls.

Normal Service Hours Available:

Mon - Fri 8:00 AM - 4:30 PM

Emergency Service Hours Available:

Contact Name: Scott Heimsath Phone: 816) 217-8612

4.3 **DELIVERY SERVICES:** State the delivery notification, schedule, and minimum order requirements

Advance notice required prior to delivery: _____

Normal delivery schedule: _____

Minimum order amount: \$ _____

4.4 **AWARD REQUIREMENTS**

For how many years has your company been in business providing services as outlined in this Invitation to Bid? 19 years.

Are you a stocking distributor and do you have a supplier for rapid restocking? No/yes

SIGNATURE: <u>Sandra Payne</u>	DATE: <u>10/25/19</u>
NAME (PRINT): <u>Sandra Payne</u>	PHONE: <u>(816) 220-9898</u>
TITLE (PRINT): <u>Operations VP</u>	CELL:
COMPANY NAME (PRINT) <u>Calibrated Products Inc</u>	FAX: <u>(816) 220-9797</u>
E-MAIL ADDRESS (PRINT) <u>spayne@calibratedproductsinc.com</u>	
E-MAIL ADDRESS FOR PO'S (PRINT)	
URL (PRINT):	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of floating structure maintenance, inspection, and repair services for use by the Parks + Rec Department to Ozark Barge and Dock Services of Gravois Mills, MO, under the terms and conditions of Invitation to Bid No. 50-19.

RESOLUTION NO. 20305, November 18, 2019

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for maintenance of and repairs to its docks located at the County's marinas; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 50-19 for routine repairs, parts, and inspections for the County's docks; and,

WHEREAS, the only bid received was from Ozark Barge and Dock Services of Gravois, MO; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing now recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of floating structure maintenance inspection and repair services for use by the Parks + Rec Department to Ozark Barge and Dock Services of Gravois Mills, MO, under the terms and conditions of Invitation to Bid No. 50-19, as the lowest and best bid received; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

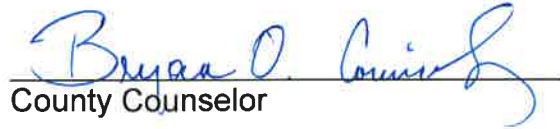
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be, and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20305 of November 18, 2019, as duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

11/13/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

EXECUTIVE OFFICE

Completed by County Counselor's Office:

Res/~~Ord~~No.: 20305

Sponsor(s): Tony Miller

Date: November 18, 2019


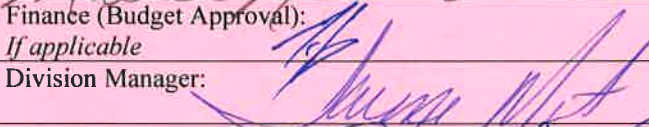
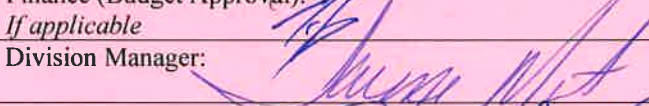
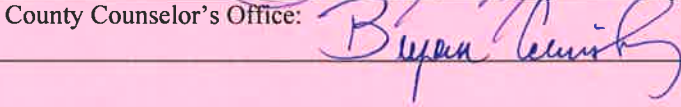
NOV 13 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract, with a Twelve Month Option to Extend for the furnishing of Floating Structure Maintenance Inspection and Repair Services for use by the Parks + Rec Department to Ozark Barge and Dock Services of Gravois Mills, Missouri under the terms and conditions of Invitation to Bid No. 50-19.</u></p>																																																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">Amount authorized by this legislation this fiscal year:</td> <td style="width:20%;"></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Parks + Rec Estimated Use: \$40,000</p> <p>This RLA only approves the term and supply contract. The funds were appropriated through the annual budget adoption. Figures included in the Budget Information section are for informational purposes to provide an estimate of contract value.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:																																							
Amount authorized by this legislation this fiscal year:																																																	
Amount previously authorized this fiscal year:																																																	
Total amount authorized after this legislative action:																																																	
Amount budgeted for this item * (including transfers):																																																	
Source of funding (name of fund) and account code number:																																																	
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18917, August 31, 2015</p>																																																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																																																
REQUEST SUMMARY	<p>The Parks + Rec Department requires a Term and Supply Contract for the furnishing of Floating Structure Maintenance Inspection and Repair Services. The Purchasing Department issued Invitation to Bid No. 50-19 in response to those requirements.</p> <p>A total of twenty-two notices were distributed and one bid was received and evaluated as follows:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">Item No</th> <th style="width:60%;">Description</th> <th style="width:10%;">U/M</th> <th style="width:20%;">Price</th> </tr> </thead> <tbody> <tr> <td></td> <td>Annual Inspection</td> <td></td> <td></td> </tr> <tr> <td>01</td> <td>Lake Jacomo Marina Annual Inspection</td> <td>1 Each</td> <td>\$ 850.00</td> </tr> <tr> <td>02</td> <td>Blue Springs Marina Annual Inspection</td> <td>1 Each</td> <td>\$ 850.00</td> </tr> <tr> <td>03</td> <td>Longview Lake Marina Annual Inspection</td> <td>1 Each</td> <td>\$ 850.00</td> </tr> <tr> <td></td> <td>"As Needed" Inspection and Repair</td> <td></td> <td></td> </tr> <tr> <td>04</td> <td>Hourly Rate for Underwater Inspection "As Needed"</td> <td>Per Hour</td> <td>\$ 400.00</td> </tr> <tr> <td>05</td> <td>Regular Hourly Rate for Repairs</td> <td>Per Hour</td> <td>\$ 180.00</td> </tr> <tr> <td>06</td> <td>Overtime Hourly Rate for Repairs</td> <td>Per Hour</td> <td>\$ 230.00</td> </tr> <tr> <td>07</td> <td>Percentage Mark-Up on Materials and Parts</td> <td></td> <td>15%</td> </tr> <tr> <td></td> <td>Flotation, Dock Fingers Bumper and Equipment Replacement</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Flotation Replacement</td> <td></td> <td></td> </tr> </tbody> </table>	Item No	Description	U/M	Price		Annual Inspection			01	Lake Jacomo Marina Annual Inspection	1 Each	\$ 850.00	02	Blue Springs Marina Annual Inspection	1 Each	\$ 850.00	03	Longview Lake Marina Annual Inspection	1 Each	\$ 850.00		"As Needed" Inspection and Repair			04	Hourly Rate for Underwater Inspection "As Needed"	Per Hour	\$ 400.00	05	Regular Hourly Rate for Repairs	Per Hour	\$ 180.00	06	Overtime Hourly Rate for Repairs	Per Hour	\$ 230.00	07	Percentage Mark-Up on Materials and Parts		15%		Flotation, Dock Fingers Bumper and Equipment Replacement				Flotation Replacement		
Item No	Description	U/M	Price																																														
	Annual Inspection																																																
01	Lake Jacomo Marina Annual Inspection	1 Each	\$ 850.00																																														
02	Blue Springs Marina Annual Inspection	1 Each	\$ 850.00																																														
03	Longview Lake Marina Annual Inspection	1 Each	\$ 850.00																																														
	"As Needed" Inspection and Repair																																																
04	Hourly Rate for Underwater Inspection "As Needed"	Per Hour	\$ 400.00																																														
05	Regular Hourly Rate for Repairs	Per Hour	\$ 180.00																																														
06	Overtime Hourly Rate for Repairs	Per Hour	\$ 230.00																																														
07	Percentage Mark-Up on Materials and Parts		15%																																														
	Flotation, Dock Fingers Bumper and Equipment Replacement																																																
	Flotation Replacement																																																

08	2 foot x 20 foot fingers	1 Each	\$2,000.00
09	2 foot x 24 foot fingers	1 Each	\$2,250.00
10	2 foot x 28 foot fingers	1 Each	\$2,450.00
	Dock Finger Replacement		
11	2 foot x 20 foot fingers	1 Each	\$4,850.00
12	2 foot x 24 foot fingers	1 Each	\$5,400.00
13	2 foot x 28 foot fingers	1 Each	\$5,900.00
	Bumper Replacement		
14	Extruded Rubber Dock Bumper Replacement	1 L.F.	\$ 2.50
15	Poly Dock Bumper Replacement	1 L.F.	\$ 9.70
	Percentage Mark-Up on Other Equipment		15%

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the Parks + Rec Department recommend the Award of a Twelve Month Term and Supply Contract, with a Twelve Month Option to Extend, for the furnishing of Floating Structure Maintenance Inspection and Repair Services for use by the Parks + Rec Department to Ozark Barge and Dock Services of Gravois Mills, Missouri under the terms and conditions of Invitation to Bid No. 50-19, as the lowest and best bid received.

This award is made on an "As Needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/a <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)		
COMPLIANCE	<input checked="" type="checkbox"/> MBE Goals <input checked="" type="checkbox"/> WBE Goals Goals of 9.5% MBE; 11.7% WBE and 9.5% VBE were set; Vendor is meeting the 9.5% MBE and 11.7% WBE goals. Vendor is certified Missouri WBE vendor <input checked="" type="checkbox"/> VBE Goals		
ATTACHMENTS	The Abstract of Bids Received, Recommendation Memorandum from Brian Nowotny, Deputy Director of Park Operations and the pertinent pages of Ozark Barge's bid documents		
REVIEW	Department Director:		Date: 11-13-19
	Finance (Budget Approval): If applicable		Date: 11/13/19
	Division Manager:		Date: 11-13-19
	County Counselor's Office:		Date: 11/14/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Barbara Casamento, Purchasing Administrator

FROM: Brian Nowotny, Deputy Director Park Operations

DATE: October 10, 2019

SUBJECT: Recommendation - Invitation to Bid No. 50-19 Barge & Flotation Maintenance

Parks + Rec recommends award of the bid for all scopes of work for Barge & Flotation Maintenance, to the lowest and best bidder, Ozark Barge & Dock of Gravois Mills, Missouri.

We estimate approximately \$40,000 in annual expenditures under this contract. Funding for work on an "as-needed" basis is included in the 2019 Jackson County Budget, and has been requested in the 2020 Budget.

Thank you for your assistance, and please do not hesitate to contact me if you should have any questions.



Frank White Jr., County Executive

QUOTATION SHEET

Item No	Description	U/M	Price
	Annual Inspection		
01	Lake Jacomo Marina Annual Inspection	1 Each	\$ 850.00
02	Blue Springs Marina Annual Inspection	1 Each	\$ 850.00
03	Longview Lake Marina Annual Inspection	1 Each	\$ 850.00
	"As Needed" Inspection and Repair		
04	Hourly Rate for Underwater Inspection "As Needed"	Per Hour	\$ 400.00
05	Regular Hourly Rate for Repairs	Per Hour	\$ 180.00
06	Overtime Hourly Rate for Repairs	Per Hour	\$ 230.00
07	Percentage Mark-Up on Materials and Parts		15 %
	Flotation, Dock Fingers Bumper and Equipment Replacement		
	Flotation Replacement		
08	2 foot x 20 foot fingers	1 Each	\$ 2,000.00
09	2 foot x 24 foot fingers	1 Each	\$ 2,250.00
10	2 foot x 28 foot fingers	1 Each	\$ 2,450.00
	Dock Finger Replacement		
11	2 foot x 20 foot fingers	1 Each	\$ 4,850.00
12	2 foot x 24 foot fingers	1 Each	\$ 6,400.00
13	2 foot x 28 foot fingers	1 Each	\$ 5,900.00
	Bumper Replacement		
14	Extruded Rubber Dock Bumper Replacement	1 L.F.	\$ 2.50
15	Poly Dock Bumper Replacement	1 L.F.	\$ 9.70
16	Percentage Mark-Up on Other Equipment		15 %

All pricing on replacement equipment/parts is FOB Destination; Successful Bidder is to pay shipping charges, if any

Promised Response Time for "As Needed" Service/Repairs	4 /Hours
--	----------

SIGNATURE BLOCK

Name of Bidder: <i>Charles Barge + Rock</i>	Telephone No: <i>573-372-5501</i>
Address of Bidder: <i>P.O. Box 140 Bravous Mills</i>	Fax No: <i>573-372-3672</i>
Point of Contact: <i>Nina Bennetler</i>	Email Address:
Title: <i>Treasurer, CEO</i>	<i>Minsg@socket.net</i>
Signature: <i>Nina Bennetler</i>	<i>9-30-19</i>

ABSTRACT OF BIDS

Invitation to Bid No. 50-19
 Floatation Maintenance
 Opens: 2:00 PM, CDT on 10/1/2019

Ozark Barge
 Gravois Mills
 Missouri

NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	As Needed Annual Inspection Lake Jacomo			850.00				
2	As Needed Annual Inspection Blue Springs			850.00				
3	As Needed Annual Inspection Longview			850.00				
4	As Needed Underwater Inspection			400.00				
5	As Needed Repair Hourly Rate			180.00				
6	As Needed Repair Overtime Rate			230.00				
7	Percentage Mark-Up on Materials			15%				
8	Floatation Replacement 2' x 20'			2,000.00				
9	Floatation Replacement 2' x 24"			2250.00				
10	Floatation Replacement 2' x 28'			2450.00				
11	Dock Finger Replacement 2' x 20'			4850.00				
12	Dock Finger Replacement 2' x 24'			6400.00				
13	Dock Finger Replacement 2' x 28'			5900.00				
14	Rubber Dock Bumper Replacement			2.50				
15	Poly Dock Bumper Replacement			9.70				
16	Percentage Mark-Up on Materials			15%				

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Invitation to Bid No. 50-19 Station Maintenance Operator Opens: 2:00 PM, CDT on 10/1/2019	CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED ON: <u>October 1, 2019</u> , BY <u>Mark Duvio</u> CLERK OF THE LEGISLATURE <u>Robert Jaramel</u> PURCHASING	Ozark Barge Gravois Mills Missouri							

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of office paper for use by various County departments to Clayton Paper & Distributing of St. Joseph, MO, under the terms and conditions of MARC/KCRPC Contract No. 88, an existing competitively bid contract.

RESOLUTION NO. 20306, November 18, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the County has a continuing need for office paper for use countywide; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of office paper for use by various County departments to Clayton Paper & Distributing of St. Joseph, MO, under the terms and conditions of MARC/KCRPC Contract No. 88, an existing competitively bid contract; and,

WHEREAS, the Director recommends approval of this contract for the reason that this award will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

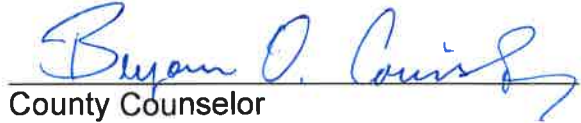
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing competitively bid contract as recommended by the Director of Finance and Purchasing and that the Director be, and hereby is, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20306 of November 18, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

11/13/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

NOV 13 '19 AM 9:55

Completed by County Counselor's Office:

Res/Ord No.: 20306

Sponsor(s): Crystal Williams

Date: November 18, 2019

EXECUTIVE OFFICE

SUBJECT NOV 13 2019

Action Requested
 Resolution
 Ordinance

Project/Title: Awarding a Twelve Month Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of OFFICE PAPER for use by the Various Departments to Clayton Paper & Distributing of St. Joseph, MO; under the terms and conditions of Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC) contract number 88, an existing competitively bid contract.

BUDGET INFORMATION
To be completed By Requesting Department and Finance

Amount authorized by this legislation this fiscal year:	\$
Amount previously authorized this fiscal year:	
Total amount authorized after this legislative action:	\$
Amount budgeted for this item * (including transfers):	\$
Source of funding (name of fund) and account code number:	\$

* If account includes additional funds for other expenses, total budgeted in the account is: \$

OTHER FINANCIAL INFORMATION:


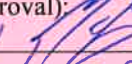

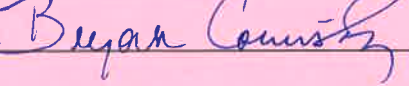
No budget impact (no fiscal note required)
 Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:

Department: _____ Estimated Use: \$

Assessment	\$ 5,000
BOE	\$ 450
Collections	\$ 5,000
Combat	\$ 1,800
Communications	\$ 1,100
Corrections	\$ 15,000
County Counselors	\$ 1,500
DTF	\$ 1,000
Executive Office	\$ 800
Facilities	\$ 500
Family Support	\$ 10,000
Finance/Purchasing	\$ 3,000
Human Resources	\$ 950
Legislatures/Auditors	\$ 500
Medical Examiner	\$ 1,600
MIS/IT	\$ 1,000
Municipal Court	\$ 500
Parks + Rec	\$ 4,250
Population Control	\$ 1,500
Prosecuting Attorney	\$ 16,000
Public Administrators	\$ 600
Public Works	\$ 3,500
Recorder of Deeds	\$ 1,200
Sheriff's	\$ 5,000
Total	\$ 81,750

This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

Prior Year Budget (if applicable): \$ 79,056
 Prior Year Actual Amount Spent (if applicable): \$51,867

PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 18613 (September 2014)					
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Craig A. Reich, Senior Buyer, 816-881-3265					
REQUEST SUMMARY	<p>All County Departments require a Term and Supply Contract of the purchase of OFFICE PAPER.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of Term and Supply Contract for the furnishing of OFFICE PAPER for use by All County Departments from the following existing competitively bid government contract:</p> <table border="0"> <tr> <td>RECOMMENDED VENDOR</td> <td>CONTRACT NUMBER</td> </tr> <tr> <td>Clayton Paper & Distributing, St. Joseph, Missouri</td> <td>MARC/KCRPC Contract NO. 88</td> </tr> </table> <p>The Director of Finance and Purchasing recommends the approval of this contract due to a higher volume discount offered to larger entities and purchasing groups.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for the specific purchases is subject to annual appropriations.</p>		RECOMMENDED VENDOR	CONTRACT NUMBER	Clayton Paper & Distributing, St. Joseph, Missouri	MARC/KCRPC Contract NO. 88
RECOMMENDED VENDOR	CONTRACT NUMBER					
Clayton Paper & Distributing, St. Joseph, Missouri	MARC/KCRPC Contract NO. 88					
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)					
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals N/A <input type="checkbox"/> VBE Goals					
ATTACHMENTS	MARC/KCRPC Contract No. 88					
REVIEW	Department Director: 	Date: 11-13-19				
	Finance (Budget Approval):  If applicable	Date: 11/13/19				
	Division Manager: 	Date: 11/13/19				
	County Counselor's Office: 	Date: 11/14/19				

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure

is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



KANSAS CITY REGIONAL PURCHASING COOPERATIVE

A Partnership of :
Mid-America Council of Public Purchasing
and
Mid-America Regional Council
and
Local Governments
Acting as the lead agency, offers the following

INVITATION FOR BID

The Kansas City Regional Purchasing Cooperative (MARC/KCRPC) will accept separate sealed bids from qualified persons or firms interested in providing the following, in accordance with the attached specifications:

OFFICE PAPER

BID NO. 88 - Issued August 30, 2019

BIDS MUST BE RECEIVED BY: September 20, 2019 1:00 P.M. Local Time
(Late bids will not be accepted for any reason)

BIDS WILL BE OPENED AT: September 20, 2019 1:00 P.M. Local Time,

RETURN ELECTRONIC BIDS TO: Program Coordinator by electronic mail in PDF / XLS format only

SUBJECT LINE: Bid 88 – Opens 9/20/19 – Bidder/Company Name

CLARIFICATIONS: Requests for clarification will not be accepted after 3:00 p.m. on September 10, 2019
Submit in writing to:
♦ Rita Parker, Program Coordinator, KCRPC
♦ E-mail: rita.parker@kcrpc.com

NOTICE OF AWARD: Expect to announce by October 11, 2019

CONTRACT PERIOD: November 1, 2019 to October 31, 2020 (with option to renew for four (4) additional one-year periods and subject to adjustment based on award date)

- MARC/KCRPC and Participants reserve the right to reject any, and all, bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.
- If Bidders received this bid document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices.
- It is the responsibility of each Bidder, before submitting a bid, to examine the documents thoroughly, and request written Interpretation or clarifications after discovering any conflicts, ambiguities, errors or omissions in the bidding documents.
- Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers to contain descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law."

TABLE OF CONTENTS:

Cover Page	1
Table of Contents	2
Legal Advertisement	2
1.0 Introduction	3 - 4
2.0 Specific Requirements	5-9
3.0 General Conditions (Award and Post-Award)	10-15
4.0 Specifications – Delivery Locations	16-18
5.0 Pricing – Submittals – (Attachment Excel sheet)	19-22

- Appendix A – Bidder Warranties
- Appendix B – Authorization to Sign and Non-Collusion
- Appendix C – Missouri Disabled Veterans Preference
- Appendix D – Missouri Products Preference
- Appendix E – Jackson County, Mo. Affidavit

LEGAL ADVERTISEMENT

INVITATION FOR BID

BID # 88

MARC/KCRPC is seeking bids for office paper. Bids due by 1PM 9/20/19. Visit www.demandstar.com or www.marc.org/kcrpc/ for document or contact rita.parker@kcrpc.com.

Published: Kansas City Star 8/30/19
The Call 8/30/19
Kansas City Hispanic News 8/29/19

www.marc.org/kcrpc/
www.demandstar.com

SCOPE: The Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC), will accept separate sealed bids from qualified persons or firms interested in providing office paper (all purpose, virgin, recycled), tissues and towels, as a one-year contract for area participating governmental entities (Participants). Quantities listed herein, are annual estimates only. No guarantee is made as to quantities purchased. Purchases will be made on an "as needed" basis by each Participant. Unit pricing shall include 1.5% administrative fee, inside delivery, next day desk-top delivery, to individual departments as requested by ordering Participant. Successful bidder is required to submit quarterly sales activity reports and payment of administrative fees to MARC/KCRPC.

SECTION 1.0 INTRODUCTION

- 1.1 DEFINITIONS - Definitions of all relevant terms and entities are provided below. Defined terms or entities used in this Invitation for Bid start with a capital letter.
- 1.1.1 "MARC/KCRPC" refers to Kansas City Regional Purchasing Cooperative, a purchasing cooperative partnership of the MACPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this Invitation for Bid and representing the Participants in the bid process.
 - 1.1.2 "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
 - 1.1.3 "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency or Non-Profit corporation performing governmental functions, that is a member of any chapter affiliate of NIGP - The Institute for Public Procurement (www.nigp.org) and is located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
 - 1.1.4 "MACPP" refers to the Mid-America Council of Public procurement (www.macpp.org).
 - 1.1.5 "MARC" refers to the Mid-America Regional Council
 - 1.1.6 "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid solicitation and award and modification of the contract.
 - 1.1.7 "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.
 - 1.1.8 "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
 - 1.1.9 "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement to perform the work or provide the materials covered thereby, and its duly authorized agents or other legal representatives.
 - 1.1.10 "Administrative Fee" refers to the one-and-one-half percent (1.5 percent) fee to be paid quarterly by the vendor, to MARC/KCRPC, based on gross sales to Participants under the contract. The Administrative fee shall be built into quoted pricing.
 - 1.1.11 The "specifications" include Section 4.0 and 5.0 pricing.
 - 1.1.12 A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
 - 1.1.13 The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the Program Coordinator to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the Program Coordinator and Participants shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the MARC/KCRPC or Participants.
 - 1.1.14 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 - 1.1.15 The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

The Mid-America Regional Council (MARC, Federal ID# 43-1676432), the regional council of governments and metropolitan planning organization, serving an eight county region, and the Mid-America Council of Public Purchasing (MACPP), a regional organization of public sector purchasing professionals and a local chapter of National Institute of Governmental Purchasing (NIGP), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MACPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduction in costs of goods and services by obtaining more responsive prices.

The Manager's Roundtable, a committee of city and county managers, provides general guidance and support toward the effort. The KCRPC established a standing Advisory Committee comprised of public sector purchasing professionals in the Kansas City metropolitan area. The Advisory Committee is responsible for providing professional governmental procurement expertise to KCRPC. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

MARC provided initial support for the first 2 years of the program. It is the intent of the initiative to ensure that KCRPC remain self-supporting by charging a 1.5 percent Administrative Fee to the vendor, based on gross sales on each contract, which is consistent with other national cooperative purchasing program Administrative Fees. Bidders shall include the 1.5 percent Administrative Fee into their unit bid pricing.

The KCRPC is not a legal entity, but rather a program of MARC. All future references for KCRPC will be shown as MARC/KCRPC since MARC will be the legal entity coordinating and managing the bid/procurement activities.

1.3 PARTICIPANTS

This is a joint bid for a term supply and service contract for the following participating entities:

- Bonner Springs, Kansas
- Jackson County, Missouri
- Liberty, Missouri
- Mid-America Regional Council
- Overland Park, Kansas
- Pleasant Hill, Missouri

SECTION 2.0 SPECIFIC REQUIREMENTS

2.1 PREPARATION OF BIDS.

- 2.1.2 Bidders are expected to examine any, specifications, schedules and instructions. Failure to do so will be at the bidder's risk.
- 2.1.3 Each bidder shall furnish the Information required by the invitation. The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished.
- 2.1.4 Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will prevail.
- 2.1.5 Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation per section 4.0 Specifications.
- 2.1.6 Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- 2.1.7 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- 2.1.8 If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- 2.1.9 Prices quoted are to be firm and final.
- 2.1.10 By submitting bids, bidder agrees that the Program Coordinator and Participants shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- 2.1.11 Pricing Section 5.0 **MUST** be completed, signed and returned by electronic mail only. Bidders shall retain a copy for their records.

2.2 CONTRACT PERIOD

This invitation to bid is for a one-year contract, with option for four additional one-year renewal periods. The option to renew for up to four additional one-year contract periods shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) for the Kansas City area, without approval of the Program Coordinator and the Participants.

2.3 SUBMISSION & ACCEPTANCE OF BIDS

- 2.3.1 Failure to follow these procedures is cause for rejection of bid.
- 2.3.2 Section 5.0, Excel pricing sheet and appendices **MUST** be completed and submitted electronically by e-mail to Program Coordinator by date and time stated on cover page, including any addendums. Section 5.0 pricing sheet must be provided in Excel format, and remaining Section 5.0 and appendices in PDF format. Bidders shall retain a copy for their records. Bidders must confirm receipt of submittal with Program Coordinator, documents were received prior to bid date and time in the event spam programs block submissions.
- 2.3.3 Telegraphic or faxed bids may not be considered unless authorized by the invitation.
- 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the bid opening. All requests for bids to be withdrawn must be made in writing by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.
- 2.3.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to the Program Coordinator or any Participant. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the invitation.
- 2.3.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

- 2.4 **EXPLANATION TO BIDDERS (CLARIFICATIONS)**
Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, any drawings, specifications, etc., must be requested in writing by the clarification deadline stated on cover page. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.
- 2.5 **ACKNOWLEDGMENT OF ADDENDUM TO INVITATION**
Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to closing time and date.
- 2.6 **LATE BIDS & MODIFICATIONS**
It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.
- 2.7 **DISCOUNTS & BID EVALUATION**
Discounts offered for prompt (early) payment will be considered in bid evaluation. Prompt payments shall be defined as payment made with check or government procurement card (i.e. Visa, Mastercard, etc.).
- 2.8 **TAX-EXEMPT**
It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes, and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The Contractor is responsible to obtain verification of exemption from payment of taxes from each Participant, and from any Non-Participant, and is responsible to bill taxes if required.
- 2.9 **MATERIAL AVAILABILITY**
Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the Program Coordinator immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.10 **ALTERNATE BIDS**
Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
- 2.11 **QUALIFICATIONS OF BIDDERS**
2.11.1 The Program Coordinator may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Program Coordinator may request. The Program Coordinator and Participants reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Program Coordinator and Participants that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
2.11.2 Only those bids will be considered which are submitted by bidders who submit references with their bid and showing satisfactory completion of work of type and size comparable to the work required by these contract documents.
- 2.12 **BID OPENING PROCESS - Not Applicable – Electronic submittal only**

2.13 REQUEST FOR BID TABULATIONS

Requests for bid tabulations must be submitted in writing to the Program Coordinator, either by fax, e-mail or regular mail. Bid tabulations will be available for distribution the next business day following the bid opening or on www.marc.org/kcrpc/ under "current bids".

2.14 SAMPLES AND MANUFACTURER'S SPECIFICATION SHEETS

Upon written request of Program Coordinator, bidders must submit samples and manufacturer's specification sheets for evaluation, within five (5) business days of notification. **Do not submit samples with bid.** Failure to submit samples and specification sheets when requested will result in rejection of your bid. Samples will be examined as a part of the bid evaluation. It will be responsibility of the bidder to mail or deliver the samples and specification sheets to the Participants.

Mark all recycled paper with corresponding bid line item number, brand, mill, PCW content, and brightness. As alternative, copies of ream labels with each type of paper will suffice, if all information is included on the label. Provide color chart(s) showing available colors. Each Participant will require a minimum of five (5) sheets, per paper type (virgin and recycled), as instructed by Program Coordinator.

2.15 QUANTITIES

Quantities listed herein are annual estimates and do not obligate any of the Participants to purchase listed quantities. Purchase orders will be issued by each Participant, on an as needed basis. Participants assume no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to Participant's rejection and return at Contractor's expense.

2.16 TRANSPORTATION CHARGES – See Section 4.0 for specific delivery locations

All terms of delivery or conditions of this order are F.O.B. destination, next day, desk top, inside delivery to individual departments, and the Contractor shall pay all transportation charges.

2.17.1 ESCALATION/DE-ESCALATION CLAUSE –

2.17.1 In regard to the prices quoted by the Contractor, the Contractor may, on a quarterly basis, with 30 days notice, request an increase to quoted prices only when the increase applies to the General Public, is stated officially in writing to the Program Coordinator, and does not exceed the suggested list prices as stated officially by the manufacturer.

2.17.2 The Program Coordinator shall distribute the price increase request to the Participants for review.

2.17.3 A price increase shall not take effect until the Contractor has verified these conditions in writing to the reasonable satisfaction of the Program Coordinator and the Participants. The Program Coordinator reserves the right to terminate the Contract rather than accept the price increase and rebid the Contract.

2.17.4 Additionally, it is expected of the Contractor to advise the Program Coordinator of any decreases in pricing, as issued by the manufacturers, and to pass on any price decreases to the Participants of the contract.

2.17.5 The Program Coordinator will issue a contract modification to the Contractor, if price changes are accepted.

2.18 OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS

Bidders must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.

2.19 FORMS

Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.

2.20 COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as

amended.

2.21 ANTI-TRUST

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

2.22 EQUAL OPPORTUNITY CLAUSE

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

2.22.2 The bidder's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete any reporting forms and certifications of any Participant with regard to their equal employment practices.

2.22.3 The bidders will be required to comply with all individual equal opportunity requirements, if delineated below, of each Participant if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated below, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

2.23 REGULATIONS PURSUANT TO SO-CALLED 'ANTI-KICKBACK ACT'

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

2.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2.25 UNIFORM COMMERCIAL CODE

This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

2.26 CONFLICT OF INTEREST

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

2.27 INDEMNIFICATION AND INSURANCE - Not Applicable

2.28 SUB-CONTRACTS

2.28.1 The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the Program Coordinator to determine any disapproval of the use of such sub-contractor.

- 2.28.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 2.28.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- 2.28.4 Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and MARC/KCRPC and Participants.

2.29 INDIVIDUAL REQUIREMENTS

The bidders will be required to comply with all individual requirements of each Participant, including but not limited to those individual requirements set forth in Sections 2.28, 3.8, 3.10, and any other individual requirements, if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated herein, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

3.0 GENERAL CONDITIONS (AWARD and POST AWARD)

3.1 AWARD OF CONTRACT

3.1.1 BASIS OF AWARD.

- a) Only firm bids will be considered. The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- b) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to the Program Coordinator within three (3) calendar days after being so requested.
- c) The Program Coordinator and Participants reserve the right to reject any and all bids, to waive any and all technical defects, irregularities and informalities in bids, to disregard all non-conforming or conditional bids or counter-proposals, and to select the bid(s) deemed most advantageous to the entities.
- d) The award of the Contract, if awarded, shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Participants, price and other factors considered.

3.1.2 EVALUATION OF BIDS

- a) The evaluation of bids will include consideration of price, quality, adherence to specifications, references, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of delivery will also be a factor in the award.
- b) "Or Approved Equal" Clause.
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Program Coordinator and Participants, of equal substance and function. Substitute items may be rejected at the discretion of the Program Coordinator and Participants.
- c) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The Program Coordinator may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. The Participants reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- d) To the limit allowed by statutory authority, the Program Coordinator and Participants shall give preference to all commodities manufactured, mined, produced, or grown within the United States, the States of Missouri or Kansas, and to all firms, corporations or individuals headquartered in the United States, the States of Missouri or Kansas, when quality is equal or better and the delivered price is the same or less.

3.1.3 AWARD PROCESS

- a) The Program Coordinator and the Participants may accept any item or group of items of any bid on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the Participants unless qualified by specific limitation of the bidder.
- b) Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the Program Coordinator and Participants reserve the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid.
- c) An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- d) In the event a Participant's procedures requires governing body approval of the bid said

Participant will take the individual award recommendation to their governing body for approval and may issue a separate contract to the successful Bidder. All contract requirements in this Invitation for Bid including requirements related to administrative fees, Non-Participant Fees, and monthly reports, will apply to individual Participant contracts generated under this Invitation for Bid.

3.1.4 NOTICE OF AWARD.

After considering the basis of award and evaluation of bids, the Program Coordinator will, within ninety (90) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Contractor will have five (5) calendar days to return the contract and any requested submittals, such as certificate of insurance or proof of business licenses (if applicable).

3.2 CONTRACT TERMS

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Contractor at any time and the acceptance by the Program Coordinator and Participants of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

3.3 EXECUTION OF AGREEMENT

3.3.1 The Execution of Agreement shall consist of a YEARLY AGREEMENT, signed by the Executive Director of MARC and countersigned by the Contractor, with a Notice of Award, and becomes the agreement and contract between the parties hereto.

3.3.2 The Program Coordinator will furnish original Agreements, to the successful Bidder who shall sign and return to the Program Coordinator. The final approval will be executed by countersignature of MARC Executive Director to provide evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractor's Bid. Items not awarded, if any, will be noted on the Notice of Award.

3.3.3 As stated in paragraph 3.1.3 (d) some Participants may execute individual contracts against the MARC/KCRPC contract. Any individual contracts issued shall not conflict with the award made by MARC/KCRPC. If a Participant has an existing contract for the same commodity, that contract will either lapse at expiration date, or be cancelled by the Participant, before the MARC/KCRPC is utilized. The Participant will make the final determination on their existing contracts.

3.4 CHANGES

The Program Coordinator may at any time, by written order, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Program Coordinator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

3.5 ASSIGNMENTS

Neither MARC/KCRPC nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of MARC/KCRPC.

3.6 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS/COMPOSITE REPORT

- 3.6.1 The successful bidder agrees to provide products and/or services under this contract to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit corporation performing governmental functions that is not listed as a Participant in this bid or is chapter affiliate of NIGP-The Institute for Public Procurement (www.nigp.org). The successful bidder agrees to pay to MARC/KCRPC, a 1.5% Administrative Fee, based on each Participant's and Non-Participant's gross sales for each quarter.
- 3.6.2 The successful bidder shall be required to notify Program Coordinator if any Non-Participants express desire to utilize this contract, prior to acceptance of any purchase order. Program Coordinator will inform the entity (non-participant) of the requirement to be an NIGP chapter affiliate. Written or verbal approval by the Program Coordinator will be provided to the successful bidder and entity to allow purchases off the contract.
- 3.6.3 Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.
- 3.6.4 There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP to utilize the bid or contract unless they are specifically named in the invitation for bid as a Participant.

3.7 COMPOSITE REPORT AND PAYMENTS

- 3.7.1 The successful bidder(s) shall furnish to MARC/KCRPC:
- a) Payment of the 1.5% Administrative Fee to MARC/KCRPC, based on gross sales for each quarter to Participants and Non-Participants. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council. The bid number and month of sales must be referenced on each payment.
 - b) A composite report of all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted to: MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City, Mo., 64105-1659. The report shall include, at a minimum:
 - 1) Ordering entity and designated Participant or Non-Participant
 - 2) Entity's purchase order number, and date ordered,
 - 3) Item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
 - 4) The report shall be totaled for the accumulated dollar amount spent within the particular quarterly period for each Participant or Non-Participant. Invoice copies may be submitted in lieu of report. The preferred format for the report is Excel worksheet.
- 3.7.2 Failure of the Contractor to provide payment and reports in the manner described herein, shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of 1½ % per month until paid.
- 3.7.3 Reports and payments of fees under this contract shall be due 30 calendar days after the end of each quarter.
- 3.7.4 RIGHT TO AUDIT
Program Coordinator may compare records provided by entities with reports submitted by Contractor. Program Coordinator will provide written notification to Contractor of any discrepancies and allow vendor thirty (30) calendar days to resolve discrepancies to Program Coordinator's satisfaction. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Program Coordinator, MARC/KCRPC reserves the right to engage outside services to conduct an independent audit of Contractor's reports and Contractor shall reimburse MARC/KCRPC for costs and expenses to conduct such an audit.

3.8 PURCHASE ORDERS

3.8.2 The Participants, and any Non-Participants will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Contracts.

3.8.3 A price list will be provided by the Program Coordinator for the awarded items to each Contractor and Participants. Orders will be placed by each Participant by purchase order, credit card using fax, phone or email to the Contractor. MARC/KCRPC will not be involved with the ordering of chemicals. The Participants may choose to issue a purchase order each time or a blanket purchase order.

3.9 FUND ALLOCATION

Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of funds by the Participants.

3.10 DELIVERY REQUIREMENTS -- See Section 4.0 for Detailed Information

3.11 RESPONSIBILITY FOR SUPPLIES

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

3.12 TIME OF DELIVERY

The Participants require that all materials ordered will be delivered when specified. Time is therefore of the essence of the purchase order. If deliveries are not made at the time agreed upon, Program Coordinator and Participants reserve the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof. **The Contractor is allowed to invoice the ordering Participant for restocking fees (as quoted in Section 5.0) for any refused deliveries made under an authentic purchase order issued by that Participant. Restocking fee will be applied if Participant does not cancel order prior to shipment.**

3.13 PACKAGING

The Participants will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.

3.14 CONTRACTOR'S INVOICES

Invoices shall be prepared and submitted in triplicate to Participant or non-Participant, unless otherwise specified. Invoices shall contain the following information: MARC/KCRPC Bid Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section (i.e. 1000/M, case, box, each). Any invoices received with incorrect units of measure, will be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of invoice, unless an early payment discount is offered for less than 30 days.

3.15 ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

3.16 BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, MARC/KCRPC and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages.

3.17 GENERAL GUARANTY AND WARRANTY

- 3.17.1 The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Program Coordinator and Participants with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
- 3.17.2 All customary guarantees for workmanship, quality and performance provided by the Manufacturer for any or all items shall apply to the items offered under this proposal.

3.18 PATENTS

Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the MARC/KCRPC and Participants, or those selling or using Participants' product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

3.19 INSPECTION AND ACCEPTANCE

- 3.19.1 No material received by the Participants pursuant to a purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the Participants have had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement within 24 hours of notification of defects.
- 3.19.2 No goods returned as defective shall be replaced without written authorization of the Participant. Such return shall in no way affect the Participants' discount privileges. Such right to return, offered to the MARC/KCRPC and Participants arising from the Participant's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies MARC/KCRPC and Participants may have available.

3.20 INTERPRETATION OF CONTRACTS AND ASSIGNMENTS

This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder, may not be assigned by the Contractor without the written consent of the MARC/KCRPC and any attempted assignment without such consent shall be void.

3.21 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Program Coordinator relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

3.22 TERMINATION OF CONTRACT

- 3.22.1 This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party.
- 3.22.2 MARC/KCRPC may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.
- 3.22.3 In the event of any termination of contract by the Contractor, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

3.23 **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. For any dispute that may arise out of this Contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where the ordering agency is located.

4.0 DELIVERY REQUIREMENTS AND SPECIFICATIONS

- 4.1 The Participants require next day, desk top delivery. If delivery falls on a non-business day, delivery will be made on the following business day following receipt of the order.
- 4.2 Participants will order on an as needed basis, therefore, a one case minimum delivery will be allowed.
- 4.3 All items ordered under this contract shall be shipped FOB Destination, inside delivery, to Individual departments, to any area of Jackson County, Missouri; Cass County, Missouri; Platte County, Missouri; Clay County, Missouri; Ray County, Missouri; Johnson County, Kansas; Leavenworth County, Kansas; and Wyandotte County, Kansas; and Douglas County, Kansas as called for on the purchase order. Participant employees are not to assist with the delivery of paper, nor are they to be requested to.
- 4.4 Specific delivery requirements for Mid-America Regional Council - Orders to be delivered to the 2nd and 3rd floor. Access through 2nd floor entry, check-in at front desk for key.

PARTICIPANT	DEPT	ADDRESS	CITY	ST	ZIP	PHONE
Bonner Springs	City Hall	205 E 2 nd Street	Bonner Springs	KS	66012	913-667-1704
Bonner Springs	Police Department	130 N Nettleton	Bonner Springs	KS	66012	913-422-7800
Jackson County		415 E 12 th Street	Kansas City	MO	64106	816-881-3265
Liberty	City Hall – for general information	101 E Kansas	Liberty	MO	64068	816-439-4412 Dan Estes
Liberty	City Hall	101 E Kansas	Liberty	MO	64068	816-439-4505 Michael Crooks
Liberty	City Hall	101 E Kansas	Liberty	MO	64068	816-439-4416 Janet Pittman
Liberty	City Hall	101 E Kansas	Liberty	MO	64068	816-439-4467 Cissy Mills
Liberty	City Hall	101 E Kansas	Liberty	MO	64068	816-439-4741 Vicki Pittman
Liberty	City Hall	101 E Kansas	Liberty	MO	64068	816-439-4719 Lori Sutton
Liberty	City Hall	101 E Kansas	Liberty	MO	64068	816-439-4533 Jennifer Schuele
Liberty	City Hall	101 E Kansas	Liberty	MO	64068	816-439-4545 Donna Simmons
Liberty	Community Center	1600 S Withers Rd	Liberty	MO	64068	816-439-4365 Pam Young
Liberty	Public Works Garage	101 E Kansas	Liberty	MO	64068	816-439-4517 Linda Shanks
Liberty	Water Treatment Facility	101 E Kansas	Liberty	MO	64068	816-935-3574 Greg Peugh
MARC	Floors 2 - 3	600 Broadway Suite 200	Kansas City	MO	64105-1659	816-474-4240
Overland Park	City Manager 121	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Communications 122	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Info Technology 123	8500 ANTIOCH RD	Overland Park	KS	66212-3503	
Overland Park	Info Technology 123A	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	Facilities Management 127	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Municipal Court 131	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	Law 141	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Prosecutors Office 141A	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	FBA 152/153	8500 SANTA FE DR	Overland Park	KS	66212-2866	913-895-6155
Overland Park	Human Resources 191	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Payroll 192	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Police Administration 201	12400 FOSTER ST	Overland Park	KS	66213-2629	

Overland Park	Emergency Services 207	8500 ANTIOCH RD	Overland Park	KS	66212-3503	
Overland Park	Emergency Services 207	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	Patrol Division 212	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	Patrol Division 212	8500 ANTIOCH RD	Overland Park	KS	66212-3503	
Overland Park	Patrol Support 217	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	COPPS/SRO 217	8500 ANTIOCH RD	Overland Park	KS	66212	
Overland Park	PW Admin 301	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Street Engr. & Const. 310	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Traffic Services 320	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Public Works Maintenance 330	11300 W 91ST ST	Overland Park	KS	66214-1714	
Overland Park	Public Works Maintenance 330A	6869 W 153RD ST	Overland Park	KS	66223-3118	
Overland Park	Parks Administration 501	11921 HARDY ST	Overland Park	KS	66213-1471	
Overland Park	Parks Services 512	11921 HARDY ST	Overland Park	KS	66213-1471	
Overland Park	Recreation Services 520	8101 MARTY	Overland Park	KS	66204	
Overland Park	Arts Commission 525	6300 W 87TH ST	Overland Park	KS	66212-1203	
Overland Park	Aquatics 540	8101 MARTY	Overland Park	KS	66204	
Overland Park	Planning & Dev. Services 601	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	BLDG 608 BUILDING SAFETY 608	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Engineering Services 615	8500 SANTA FE DR	Overland Park	KS	66212-2866	
Overland Park	Facilities Management 127	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	Patrol Support Fleet Manager 21	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park		9550 W 95TH ST	Overland Park	KS	66212-5062	
Overland Park		12401 HEMLOCK ST	Overland Park	KS	66213-1451	
Overland Park	Detective Division 221	8500 ANTIOCH RD	Overland Park	KS	66212-3503	
Overland Park	Detective Division 221	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	Admin Services 252	8500 ANTIOCH RD	Overland Park	KS	66212-3503	
Overland Park	Admin Services 252	12400 FOSTER ST	Overland Park	KS	66213-2629	
Overland Park	Golf Course 530	12698 NIEMAN RD	Overland Park	KS	66213-2154	
Overland Park	Patrol Support 217		Overland Park	KS	66213-2220	
Overland Park		11900 WESTGATE ST		KS		
Overland Park	Basement Level	12401 HEMLOCK ST	Overland Park	KS	66213-1451	
Overland Park	Comm. Planning & Service 605	8500 ANTIOCH RD	Overland Park	KS	66212-3503	
Overland Park	Fire Training Center	12401 HEMLOCK ST	Overland Park	KS	66213-1451	
Overland Park	Community Center - TRCC	11902 LOWELL AVE	Overland Park	KS	66213-1100	913-327-6938
Pleasant Hill	City Hall	203 Paul St.	Pleasant Hill	MO	64080	816-540-3135

4.2 SPECIFICATIONS AND DEFINITIONS:

- 4.2.1 Recovered material – Waste materials and byproducts that have been recovered or diverted from the solid waste stream. It does not include mill broke materials and by-products as generated from and re-used within an original manufacturing process. Recovered materials include: paper, paperboard, and fibrous waste after they have passed through their end usage as a consumer item: paper, paperboard and fibrous waste that enter and are collected from solid wastes; dry paper and paperboard waste generated from manufacturing or products made from paper (i.e. cuttings and trimmings of the paper machines and waste from printing, cutting, forming and other converting operations); rejected, unused stock, finished paper and paperboard from obsolete inventories of manufacturers, merchants, wholesalers, dealers, printers, converters, or others; fibrous by-products of harvesting, manufacturing, extractive, or wood cutting process, etc., and other forest residues; waste generated by the conversion of goods made of fibrous material; and fibers recovered from wastewater that otherwise would enter the waste stream.
- 4.2.2 Post-consumer Material – Post-consumer material is defined as only those products generated by a consumer which have served their intended end use and which have been separated or diverted from solid waste. Wastes generated during production of an end product are excluded.
- 4.2.3 Post-consumer Waste – Post-consumer waste is defined as waste produced by the end consumer of a material stream, particularly when the waste-producing use is not in the production of another product.

4.2.4 Millbroke – Any paper waste generated in a paper mill prior to the completion of the paper-making process. Millbroke is excluded from the definition of “Recovered Materials”.

4.2.5 Groundwood Sheets – Composed of non-permanent constituents of wood as well as chemical pulp and subject to deterioration in strength and color in the presence of sunlight, heat and air.

4.3 RECYCLED PAPER

Recycled content shall not less than thirty percent (30%) post-consumer waste (PCW) for white paper. Recycled content shall not be less than twenty percent (20%) post-consumer waste (PCW) for color paper.

4.3 GENERAL

All papers shall be long grain, resist curl and static, and give sharp, clear reproductions. Paper shall be relatively free of dark specks. Ground wood sheets are not acceptable. White papers shall measure at a minimum, the specified brightness on the brightness scale, as shown on the pricing page.

4.4 VIRGIN PAPER

Virgin xerographic paper shall be dual purpose, premium No. 4 grade, in the weight specified on pricing page, long grain, resist curl and static, and give sharp clear reproduction. Ground wood sheets are not acceptable. Paper opacity shall measure a minimum of eighty (80) on the opacimeter. White papers shall measure a minimum on the brightness scale, as specified on the pricing page, or higher.

4.5 PACKAGING

All papers shall be packed in moisture proof wrap. Each ream wrapper and carton shall properly identify paper contents, manufacturer, and percentage of recycled content. Each ream shall contain five hundred (500) sheets.

5.0 PRICING and SUBMITTAL SECTION -

Bidders must complete this section, and appendices, in their entirety and returned. All pricing quoted shall include inside delivery and administrative fees. Quantities listed are estimated and based on the first-year usage only. In case of discrepancy between a unit price and extended price, the unit price will prevail. Price quoted must be shown in case price only.

Total bid (carried over from 5.0 Price List, Excel spreadsheet)	\$ 152,451.95
Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days?	<input checked="" type="checkbox"/> Yes <u>1</u> % Net <u>10</u> Days (Calendar) <input type="checkbox"/> No
Addenda signed and submitted with bid (if any were issued)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you offer an "off shelf" discount for similar products within scope of work?	<input checked="" type="checkbox"/> Yes <u>18</u> % <input type="checkbox"/> No
Do you offer online ordering ability?	<input checked="" type="checkbox"/> Yes <u>www.claytonpaper.com</u> <input type="checkbox"/> No
Delivery requirement: F.O.B. destination, inside delivery and next day delivery. Orders must be placed by <u>11</u> am/pm to be delivered next business day.	
Delivery time - Emergency orders (same day delivery): Orders must be placed by <u>5:00^{pm}</u> to be delivered same day. <u>\$27.00</u> Additional charge for emergency order (if any)	
State ability to meet all delivery requirements of Participants (attach separate sheet if necessary): <u>Yes</u>	
State schedule of alternate delivery days for holidays:	
Are there any exceptions or additions to the requirements and specifications? If "yes", attach separate sheet detailing the exceptions or additions. Any details provided must be cross referenced to the appropriate section, paragraph or line item number from 5.0 spreadsheet/pricing list.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you accept government procurement cards (i.e. Visa/MasterCard)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
State restocking charge, if any, for any refused orders delivered on authorized purchase order (to be added to invoices when applicable):	\$ <u>15.00</u>

5.1

REFERENCES: -

Provided three references for service provided within the past five years that are comparable to services described in the scope of the project.

	Reference 1	Reference 2	Reference 3
Contact Name	Richard Gentry	Cindy Wood	Debbie Mason
Title:	Director of Purchasing	Senior Buyer	Purchasing
Company Name	North KC School Dist	Educational Services	Heartland Reg Medical
Address	2000 NE 46th St	NW Mo State Univ 800 University dr	5325 Faraon
City, State	Kansas City MO 64116	Maryville MO 64468	St Joseph MO 64507
Area code & phone number:	816-413-5182	660-562-1574	816-273-0507
Services Provided:	copy paper, janitorial supplies, food service	copy paper, food serv towels, tissue, copy disp, chemical, tissue paper, food serv disp	
Date services provided:	On Going	On Going	On Going

5.2

KEY PERSONNEL: List staff members that will be responsible for all work performed under this contract (attach separate sheet if necessary). Describe your company's experience in the paper industry. Identify the key individuals who will be responsible for the contract. Describe the level of experience and credentials of the individuals assigned to this project.

Name	Qualifications	Training	Experience
a. Jim Clayton	President		26yrs
b. Matt Carver	Warehouse Mgr		20 yrs
c. Lola Quick	CS Manager		5months

5.3

SUBCONTRACTORS: Bidders must include information and references for any subcontractors to be used under this work.

Company Name/Address:	Work to be performed:	References: Company name	Contact Name & Phone
a.			
b.			
c.			

5.4 AVAILABLE EQUIPMENT: Available equipment means equipment to be used for work specified in the bid that is in possession of the contractor or subcontractor, either by purchase, lease, or existing equipment, if applicable.

a.	d.
b.	e.
c.	f.

5.5 Complete the following contact information for emergency, ordering, purchase orders, and remittance:

	Emergency Contact:
Name:	Jim Clayton
Phone:	816-364-0220
Cell Phone:	816-564-4101
Email:	jimc@claytonpaper.com

	Ordering (and mailing purchase orders):
Name:	Clayton Paper & Distribution Inc
Address:	1302 S 58th St
City, state, zip	St Joseph MO 64507
Phone:	816-364-0220
Email:	orders@claytonpaper.com

	Remittance:
Name:	Clayton Paper & Distribution Inc
Address:	1302 South 58th ST
City, state, zip	St Joseph MO 64507
Phone:	816-364-0220

	Sales Reporting and Rebates:
Name:	Jim Clayton
Phone:	816-364-0220
Email:	jimc@claytonpaper.com

5.6 BIDDER'S CHECKLIST:

____ Acknowledge Addenda (if any) by signing and returning with bid by electronic mail (do not fax or mail). Confirm if addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at www.marc.org/kcrpc/ or www.demandstar.com.

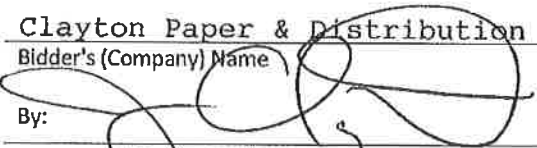
____ Complete Section 5.0 Pricing and Appendices in their entirety

Statement of Offer - Bidder to check (a) or (b), and (c) if Bidder agrees to statement and sign below.

____ (a) Bidder does not make an offer in response to this invitation.

(b) Bidder's offer will be held open and is not revocable within 90 calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, completed the necessary bid information, and agree to provide samples, as requested. Bid pricing includes inside delivery, as specified in bid invitation.

(c) Allow cooperative purchasing by other entities (non-Participants).

<u>Clayton Paper & Distribution Inc</u>	<u>816-364-0220</u>
Bidder's (Company) Name	Phone No
By: 	<u>816-364-0086</u>
Signature of Authorized Agent	Fax No
<u>President</u>	<u>9/18/2019</u>
Title	Date
<u>1302 South 58th St</u>	<u>jimc@claytonpaper.com</u>
Address	E-Mail Address
<u>St Joseph MO 64507</u>	<u>43-1543248</u>
City/State/Zip	Tax ID No.

- Revisions:
- 12/18/03 para 2.22 (added individual requirements), 5.0 signature block
 - 03/02/04 para 2.3.5 (address), 2.7 (pro-cards), 3.3, 3.3.5, 3.7.3
 - 06/11/04 para 3.1.14
 - 09/16/04 para 3.7.1 'c', 3. Section 5.0
 - 02/08/05 para 3.3 Execution of Agreement and para 3.8.2 Purchase orders
 - 04/01/05 changed administration fee & frequency of reporting 7/16/19 quarterly reporting
 - 02/27/08 Added Debarment and Suspension Certification Form
 - 12/05/08 Added Missouri Sunshine Law para
 - 04/17/19 para 3.23 laws governing
 - 07/16/19 para 3.8 purchase orders

APPENDIX A

BIDDER WARRANTIES

- A. Bidder warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.
- B. Bidder warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the MARC.
- D. Bidder warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (Printed): Jim Clayton

Title: President

Date: 9/18/2019

APPENDIX B

AUTHORIZATION AND CERTIFICATION OF NON-COLLUSION AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Buchanan)

Jim Clayton of the City of St Joseph
(Name of Individual)

, County of Buchanan State of Missouri

being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title) of Clayton Paper & Distribution Inc (Firm Name) and have been authorized by said firm to make this affidavit on its behalf;
2. No officer, agent or employee of MARC/KCRPC or PARTICIPANTS is financially interested, directly or indirectly in what Bidder is offering to sell to the PARTICIPANTS pursuant to this Invitation;
3. If Bidder were awarded any contract, job work or service for MARC/KCRPC OR PARTICIPANTS, no officer, agent or employee of the city would be financially interested in or receive any benefit from the profit or payments of such;
4. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.

Clayton Paper & Distribution Inc (Firm Name)
 By: [Signature] (Signature)
Jim Clayton (Printed Name)
President (Title)

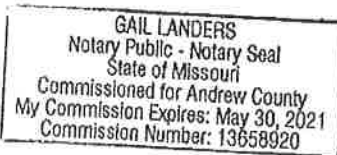
Mailing Address 1302 S 58th St St Joseph MO 64507

Phone 816-364-0220 FAX 816-364-0086

E-mail Address: jimc@claytonpaper.com

Subscribed and sworn to before me this 18 day of September, ~~2008~~ 2019.

Gail Landers
 NOTARY PUBLIC in and for the County of Andrew
 State of Missouri



(SEAL)

My commission expires: May 30, 2021

APPENDIX C
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE
(Applies to non-Federal funded projects)

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror must provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit.

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Print Name of Service-Disabled Veteran

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Street Address

City, State and Zip

APPENDIX D
MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT
 (Applies to bids/contracts with \$25,000 value or more on non-Federal funded purchases)

DATE: 9/18/2019

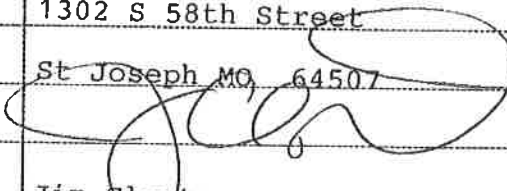
The bidders' attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products. Bids/Quotations received will be evaluated on the basis of this legislation.

By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

All bidder's submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS	
State in which incorporated:	Missouri
FOR OTHERS:	
State of domicile:	
FOR ALL BIDDERS: List address of Missouri offices or places of business:	
1302 S 58th St	St Joseph MO 64507

THIS SECTION MUST BE COMPLETED, SIGNED AND SUBMITTED WITH BID:

COMPANY/FIRM NAME:	Clayton Paper & Distribution Inc
ADDRESS:	1302 S 58th Street
CITY, STATE, ZIP:	St Joseph MO, 64507
BY (SIGNATURE):	
BY (PRINT NAME):	Jim Clayton
FEDERAL TAX I.D. NUMBER, or use Social Security number:	4341543248

JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

Report Date: 9/18/2019 (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3302.

Mail/Fax or Email reports to:

Tom Wyrsh
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816) 881-1223

1. COMPANY DESCRIPTION:

Name of Company Clayton Paper & Distribution Inc
Street Address 1302 S 58th St
City St Joseph State MO Zip 64507
Email Address: jimc@claytonpaper.com
Website Address: www.claytonpaper.com
Area Code 816 Telephone Number 362-0220
Representative Name Jim Clayton

2. COMPANY STATISTICS:

- A. Total number of Employees 14
B. Total Number of Employees who are:
1. Women 3 4. Asian _____
2. Hispanic _____ 5. American Indian _____
3. Black _____ 6. Biracial _____

YES NO N/A

3. Has your company advertised for applicants since your report? NO
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement _____

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? YES
If so, please attach a detailed report of such efforts _____

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?
If so, please attach a narrative of such efforts. NO

YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants? YES

If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? _____

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY _____
STREET ADDRESS _____
REPRESENTATIVE NAME _____
TELEPHONE NUMBER _____
EMAIL ADDRESS _____
WEBSITE ADDRESS _____
PRODUCTS, SERVICE, AREA OF SCOPE OF WORK: _____
DURATION OF CONTRACT _____
AMOUNT OF CONTRACT _____

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITHWHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

YES NO

1. Available employment _____
2. Visual check _____
3. Other (specify) _____

This Compliance Review Form was prepared and submitted by:


Signature _____

Jim Clayton, President

Name and Title
9/18/2019

Date _____

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to non-compliance procedures.

Jackson County, Missouri

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Buchanan)

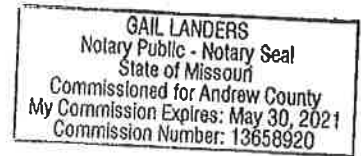
Clayton Paper of the City of St Joseph
County of Buchanan State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of Clayton Paper (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, 2018 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; or the State of Missouri and City of Kansas City, Missouri Debarment List
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.

Jim Clayton (Name of Bidder)
By: [Signature] (Signature of Affiant)
President (Title of Affiant)

Subscribed and sworn to before me this 18 day of September, 2019

Gail Landers
NOTARY PUBLIC in and for the County of Andrew (SEAL)
State of Missouri



My Commission Expires: May 30, 2012

SECTION 5.0 PRICING ATTACHMENT

BIDDERS TO COMPLETE THIS SECTION - DO NOT CHANGE FORMULA IN COLUMN M

Item No.	Content	Descr	Size	Weight	Color	Minimum PCW %	Brightness	Reams per Case	Annual Est. Qty.	Ream / Unit Price	Case / Unit Price	Total Price (Qty x Case \$)	
1	Virgin	Letter	8.5 x 11	20	White	0%	92	10	253	3.695	36.95	9,348.35	Brand: ESSENTIAL/ REPORT Mill: BOISE/ SUZANO
2	Virgin	Letter - 3 hole Punch	8.5 x 11	20	White	0%	92	10	5	3.79	37.9	\$189.50	Brightness: 92 Product/Catalog# BCECP11/SUZZ10324 Brand: X9
3	Virgin	Legal	8.5 x 14	20	White	0%	92	10	1	5.19	51.9	51.90	Mill: BOISE/ SUZANO Brightness: 92 Product/Catalog# BCOX9001P Brand: ESSENTIAL
4	Virgin	Ledger	11 x 17	20	White	0%	92	5	1	8.28	41.4	41.40	Mill: BOISE Brightness: 92 Product/Catalog# BCECP14 Brand: ESSENTIAL
5	Virgin	Letter	8.5 x 11	20	Pastels	0%	92	10	1	5.255	52.55	52.55	Mill: BOISE Brightness: 92 Product/Catalog# BCECP17 Brand: FIREWORK
6	Recycled	Letter	8.5 x 11	20	White	30%	92	10	3537	3.99	39.9	141,126.30	Brightness: N/A Product/Catalog# BCMFP2201-XX Brand: ESSENTIAL RECYCLED
7	Recycled	Legal	8.5 x 14	20	White	30%	92	10	3	5.99	59.9	179.70	Mill: BOISE Brightness: 92 Product/Catalog# BCERC11 Brand: ASPEN
8	Recycled	Large	11 x 17	20	White	30%	92	5	17	9.68	48.4	822.80	Mill: BOISE Brightness: 92 Product/Catalog# BC05404 Brand: ASPEN
9	Recycled	Letter	8.5 x 11	20	Pastels	20% N/A		10	1	5.255	52.55	52.55	Mill: BOISE Brightness: 92 Product/Catalog# BC054907 Brand: FIREWORK
10		Paper towels, C-Fold							20		27.95	559.00	Product/Catalog# BCMFP2201-XX Brand: SCA/ SCAC6530 Box count: 2400
11		Facial tissues, Kleenex brand or approved alternate Case/48 boxes, 125 count, 2-ply							1		27.9	27.90	Case count: 2400 Brand: STEFCO/S1410065 Box count: 100/ 2PLY

Total Bid: \$ 152,451.95

SECTION 5.0 PRICING - EVALUATION

CLAYTON PAPER

Item No.	Content	Descr	Size	Weight	Color	Minimum PCW %	Brightness	Reams per Case	Annual Est. Qty.	Ream/Unit Price	Case/Unit Price	Total Price (Qty x Case \$)	
1	Virgin	Letter	8.5 x 11	20	White	0%	92	10	253	3.695 \$	36.95 \$	9,348.35	Brand: ESSENTIAL/ REPORT Mill: BOISE/ SUZANO
													Brightness: 92 Product/Catalog# BCECP11/SUZ221032450
2	Virgin	Letter - 3 hole Punch	8.5 x 11	20	White	0%	92	10	5	3.79 \$	37.90	\$189.50	Brand: X9 Mill: BOISE/ SUZANO
													Brightness: 92
3	Virgin	Legal	8.5 x 14	20	White	0%	92	10	1	5.19 \$	51.90	\$ 51.90	Product/Catalog# BCOX9001P Brand: ESSENTIAL Mill: BOISE
													Brightness: 92
4	Virgin	Ledger	11 x 17	20	White	0%	92	5	1	8.28 \$	41.40	\$ 41.40	Product/Catalog# BCECP14 Brand: ESSENTIAL Mill: BOISE
													Brightness: 92
5	Virgin	Letter	8.5 x 11	20	Pastels	0%	92	10	1	5.255 \$	52.55	\$ 52.55	Product/Catalog# BCECP17 Brand: FIREWORK Mill: BOISE
													Brightness: N/A
6	Recycled	Letter	8.5 x 11	20	White	30%	92	10	3537	3.99 \$	39.90	\$ 141,126.30	Product/Catalog# BCMPP2201-XX Brand: ESSENTIAL RECYCLED 30 Mill: BOISE
													Brightness: 92
7	Recycled	Legal	8.5 x 14	20	White	30%	92	10	3	5.99 \$	59.90	\$ 179.70	Product/Catalog# BCERCP11 Brand: ASPEN Mill: BOISE
													Brightness: 92
8	Recycled	Large	11 x 17	20	White	30%	92	5	17	9.68 \$	48.40	\$ 822.80	Product/Catalog# BC05404 Brand: ASPEN Mill: BOISE
													Brightness: 92
9	Recycled	Letter	8.5 x 11	20	Pastels	20%	N/A	10	1	5.255 \$	52.55	\$ 52.55	Product/Catalog# BC054907 Brand: FIREWORK Mill: BOISE
													Brightness: 92
10		Paper towels, C-Fold							20		\$ 27.95	\$ 559.00	Product/Catalog# BCMPP2201-XX Brand: SCA/ SCACB530
													Box count: 2400
													Case count: 2400
11		Facial tissues, Kleenex brand or approved alternate Case/48 boxes, 125 count, 2-ply							1		\$ 27.90	\$ 27.90	Brand: STEFCO/S1410066
													Box count: 100/ 2PLY
													Case count: 30

Total Bid: \$ 152,451.95

Payment Terms / Discount
 Off shelf discounts
 Online ordering
 Next day delivery
 Emergency delivery

Net 30 1% Net 10 days (calendar)
 18%
www.claytonpaper.com
 Orders placed by 11 a.m.
 Orders placed by 1PM, \$500 minimum order and add \$27.00 **

Craig A. Reich

From: Thomas J. Wyrsh
Sent: Friday, October 11, 2019 9:07 AM
To: Craig A. Reich
Subject: RE: compliance

They are in compliance. Renewal date 12/31/2019

From: Craig A. Reich <CReich@jacksongov.org>
Sent: Thursday, October 10, 2019 2:29 PM
To: Thomas J. Wyrsh <TWyrsh@jacksongov.org>; Jaime Guillen <JGuillen@jacksongov.org>
Subject: compliance

Can you check compliance on the following;

Clayton Paper & Distributing
1302 S 58th St.
St. Joseph, MO 64507

Thanks

Craig A. Reich
Senior Buyer
Jackson County, Missouri
415 E. 12th St.
Kansas City, MO 64106
creich@jackson.gov.org
(816)881-3265

The most important thing in life is to be yourself.
UNLESS you can be Batman!
ALWAYS BE BATMAN!!!

Jackson County, Missouri

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Buchanan)

Jim Clayton of the City of St Joseph
County of Buchanan State of Missouri being duly sworn on her or his oath, deposes and says;

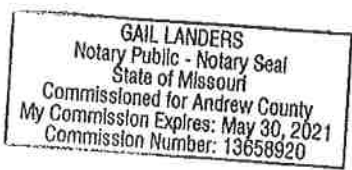
1. That I am the President (Title of Affiant) of Clayton Paper & Dist (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri 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, 2018 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; or the State of Missouri and City of Kansas City, Missouri Debarment List
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.

Jim Clayton (Name of Bidder)
By: [Signature] (Signature of Affiant)
President (Title of Affiant)

Subscribed and sworn to before me this 11 day of October, 2019

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

State of Missouri
My Commission Expires: May 30, 2021



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$82,000.00 within the 2019 Anti-Crime Sales Tax Fund and \$746,926.00 within the 2019 General Fund to cover the cost of budget shortfalls for overtime salaries, supplies, furniture, and other contractual services.

RESOLUTION NO. 20307, November 18, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Department of Corrections has experienced budget shortfalls in its accounts for overtime salaries, supplies, furniture, and other contractual services; and,

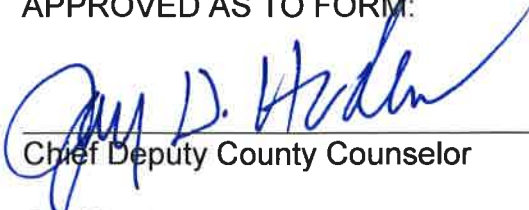
WHEREAS, transfers within the 2019 Anti-Crime Sales Tax Fund and General Fund are necessary to cover these shortfalls; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers be made within the 2019 Anti-Crime Sales Tax Fund and General Fund:

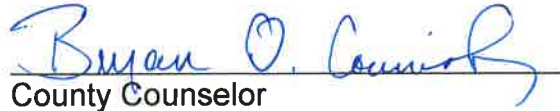
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Corrections			
001-2701	55010- Regular Salaries	\$746,926	
001-2701	56790- Other Contractual Svc.		\$441,700
001-2701	57230- Other Operating Supplies		\$ 5,742
001-2701	58150- Office Furniture & Fixtures		\$ 75,000
001-2701	57191- Wearing Apparel -Inmates		\$ 35,316
001-2701	57190- Wearing Apparel		\$ 29,285
001-2701	58160- Radio/Communications Equip.		\$ 41,915
001-2701	57510- Small Tools & Minor Equip.		\$ 1,856
001-2701	58170- Other Equipment		\$ 7,074
001-2701	55030- Overtime Salaries		\$ 90,000
Sheriff			
001-4201	55010- Regular Salaries		\$ 19,038
Anti-Crime Sales Tax Fund			
Corrections			
008-2701	56790- Other Contractual Svc.	\$82,000	
008-2701	55030- Overtime Salaries		\$ 82,000

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20307 of November 18, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 001 2701 55010
ACCOUNT TITLE: General Fund
Corrections
Regular Salaries

NOT TO EXCEED: \$746,926.00

ACCOUNT NUMBER: 008 2701 56790
ACCOUNT TITLE: General Fund
Corrections
Other Contractual Services

NOT TO EXCEED: \$82,000.00

11/13/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

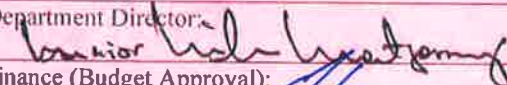
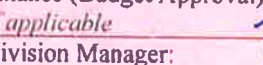

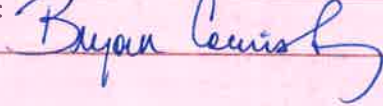
Completed by County Counselor's Office:

Res. Ord. No.: **20307**

Sponsor(s): **Crystal Williams**

Date: **November 18, 2019**

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Transfer savings within the Corrections 2019 Budget from the Regular Salary Account Line in the 001 and 008 Fund to other Account Lines within the Corrections' and Sheriff's 2019 Budget.</p>																																										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$ 828,926</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$ 828,926</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td> </tr> <tr> <td colspan="2">From:</td> </tr> <tr> <td> 001-2701-55010 Regular Salaries</td> <td style="text-align: right;">\$ 746,926</td> </tr> <tr> <td> 008-2701-56790 Other Contractual Services</td> <td style="text-align: right;">82,000</td> </tr> <tr> <td colspan="2">To:</td> </tr> <tr> <td> 001-2701-56790 Other Contractual Services- Inmate Medical Services</td> <td style="text-align: right;">\$ 366,700</td> </tr> <tr> <td> 001-2701-57230 Other Operating Supplies</td> <td style="text-align: right;">5,742</td> </tr> <tr> <td> 001-2701-58150 Office Furniture</td> <td style="text-align: right;">75,000</td> </tr> <tr> <td> 001-2701-57191 Wearing Apparel Inmates</td> <td style="text-align: right;">35,316</td> </tr> <tr> <td> 001-2701-57190 Wearing Apparel</td> <td style="text-align: right;">29,285</td> </tr> <tr> <td> 001-2701-58160 Radio/Communications Equipment</td> <td style="text-align: right;">41,915</td> </tr> <tr> <td> 001-2701-57510 Small Tools & Minor Equipment</td> <td style="text-align: right;">1,856</td> </tr> <tr> <td> 001-2701-58170 Other Equipment</td> <td style="text-align: right;">7,074</td> </tr> <tr> <td> 001-2701-56790 Other Contractual Services-Policy & Training Materials Development</td> <td style="text-align: right;">75,000</td> </tr> <tr> <td> 001-2701-55030 Overtime Salaries</td> <td style="text-align: right;">90,000</td> </tr> <tr> <td> 001-4201-55010 Regular Salaries- New Captain Position (Nov-Dec)</td> <td style="text-align: right;">19,038</td> </tr> <tr> <td> 008-2701-55030 Overtime Salaries</td> <td style="text-align: right;">82,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$ 828,926	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$ 828,926	Source of funding (name of fund) and account code number:		From:		001-2701-55010 Regular Salaries	\$ 746,926	008-2701-56790 Other Contractual Services	82,000	To:		001-2701-56790 Other Contractual Services- Inmate Medical Services	\$ 366,700	001-2701-57230 Other Operating Supplies	5,742	001-2701-58150 Office Furniture	75,000	001-2701-57191 Wearing Apparel Inmates	35,316	001-2701-57190 Wearing Apparel	29,285	001-2701-58160 Radio/Communications Equipment	41,915	001-2701-57510 Small Tools & Minor Equipment	1,856	001-2701-58170 Other Equipment	7,074	001-2701-56790 Other Contractual Services-Policy & Training Materials Development	75,000	001-2701-55030 Overtime Salaries	90,000	001-4201-55010 Regular Salaries- New Captain Position (Nov-Dec)	19,038	008-2701-55030 Overtime Salaries	82,000
Amount authorized by this legislation this fiscal year:	\$ 828,926																																										
Amount previously authorized this fiscal year:	\$0																																										
Total amount authorized after this legislative action:	\$																																										
Amount budgeted for this item * (including transfers):	\$ 828,926																																										
Source of funding (name of fund) and account code number:																																											
From:																																											
001-2701-55010 Regular Salaries	\$ 746,926																																										
008-2701-56790 Other Contractual Services	82,000																																										
To:																																											
001-2701-56790 Other Contractual Services- Inmate Medical Services	\$ 366,700																																										
001-2701-57230 Other Operating Supplies	5,742																																										
001-2701-58150 Office Furniture	75,000																																										
001-2701-57191 Wearing Apparel Inmates	35,316																																										
001-2701-57190 Wearing Apparel	29,285																																										
001-2701-58160 Radio/Communications Equipment	41,915																																										
001-2701-57510 Small Tools & Minor Equipment	1,856																																										
001-2701-58170 Other Equipment	7,074																																										
001-2701-56790 Other Contractual Services-Policy & Training Materials Development	75,000																																										
001-2701-55030 Overtime Salaries	90,000																																										
001-4201-55010 Regular Salaries- New Captain Position (Nov-Dec)	19,038																																										
008-2701-55030 Overtime Salaries	82,000																																										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>																																										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Deloris Wells, Deputy Director of Administration 816-881-4210</p>																																										
<p>REQUEST SUMMARY</p>	<p>This RLA is requesting a transfer within the 2019 Corrections Budget of Actual and Projected Savings in the Regular Salary Account in the General Fund (001) to cover expenses, supplies, furniture, and services to be used throughout the facility. We are requesting a transfer from the 008 fund, from the Other Contractual Services account to cover the overtime shortage in the 008 Fund, Overtime Salary Account.</p>																																										

	<p>We are wanting to cover the shortage in medical funding by requesting a transfer from the salary savings in the 001 fund.</p> <p>The funding for the new Captain position will cover the remaining two months of 2019. The Sheriff's Office has included full funding for this position for 2020 in their 2020 budget. This position will oversee the Internal Affairs Division.</p> <p>The request for Inmate clothing is to restock the items that were removed from circulation due to wear and tear and to provide enough clothing to give Inmates at minimum of two outfits each.</p> <p>The request to purchase protective vest for Associates will improve the safety of the employees that are escorting Inmates and performing perimeter checks.</p> <p>The request for batteries will allow staff to have fully charged radios 24 hours/day.</p> <p>The lobby furniture, office furniture, breakroom furniture, children's furniture is long overdue. The improvement will aid in boosting the morale of the Associates and the guest that visit the facility.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: 	Date: 11-01-19
	Finance (Budget Approval): <i>If applicable</i> 	Date: 11/6/19
	Division Manager: 	Date: 11/6/19
	County Counselor's Office: 	Date: 11/14/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

Fiscal Note:


Funds sufficient for this transfer are available from the sources indicated below.

PC# _____

Date: November 1, 2019

RES # 20307

Department / Division	Character/Description	From	To
001 General Fund			
2701 Corrections	55010 Regular Salaries	\$ 746,926	\$ -
2701 Corrections	56790 Other Contractual Services		441,700
2701 Corrections	57230 Other Operating Supplies		5,742
2701 Corrections	58150 Office Furniture & Fixtures		75,000
2701 Corrections	57191 Wearing Apparel - Inmates		35,316
2701 Corrections	57190 Wearing Apparel		29,285
2701 Corrections	58160 Radio/Communications Equip.		41,915
2701 Corrections	57510 Small Tools & Minor Equipment		1,856
2701 Corrections	58170 Other Equipment		7,074
2701 Corrections	55030 Overtime Salaries		90,000
4201 Sheriff	55010 Regular Salaries		19,038
008 Anti-Crime Sales Tax Fund			
2701 Corrections	56790 Other Contractual Services	82,000	
2701 Corrections	55030 Overtime Salaries		82,000
		<u>\$ 828,926</u>	<u>\$ 828,926</u>

 11/1/19
 Budget Officer

002-2701-56790

Medical 2019 Year End Estimate

002-2701-56790	Other Contractual Services	\$ 4,286,825.00
	Expenses YTD	\$ 3,438,196.22
	<u>Remaining Payments (Oct, Nov & Dec)</u>	<u>\$ 1,030,515.00</u>
		Total: \$ (181,886.22)
	<u>Remaining Monthly Pool Average (Oct, Nov & Dec)</u>	<u>\$ 184,809.00</u>
		<u>Total Estimated Shortage \$ (366,695.22)</u>

001-2701-57230



Quote Date: 9/27/2019
Quote No: JTB-092719-JCDoC
Original Quote Date: 9/27/2019

Batteries for XPR3300e

Customer Information Agency Name: Jackson County Department of Corrections Contact: Matthew F. Lewis Phone: 816-881-4226 Address: 1300 Cherry Street, Kansas City MO. 64106 E-Mail: mlewis@jacksongov.org	Product(s): Batteries
Commenco Contact Information: Account Exec: James Brafford Office: 816-753-2166 Cell: 816-621-1051 E-Mail: james.brafford@commenco.com	

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	60	IMPRES Slim Li-Ion, 2100 mAh Battery	\$95.70	\$5,742.00
Total				\$5,742.00

CUSTOMER APPROVAL/SIGNATURE

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

_____	_____
Legal Name Of Purchaser	PO Number
_____	_____
Authorized Signature	Date

TERMS / VALIDITY / LEAD TIME

PAYMENT TERMS: - Net 30 Days LEAD TIME / DELIVERY: - 30 Days ARO	PRICES FIRM FOR: - 30 Days All Orders Subject To Shipping & Handling
---	--

001-2701-58150

JCDC Department Furniture:

Vendor will be Office Products Alliance

Currently awaiting the final estimate

- Replace the furniture in the main lobby
- Replace the furniture in the administrative reception area
- Replace the video visitation chairs
- Add children's furniture in the lobby
- Replace 12, 20+ year old office desks
- Replace tables in the employee breakroom
- Chairs for the employee breakroom
- Replace broken/worn chairs in offices
- Replace library chairs

Sales Quote

Quote Number: NC1001494482
 Quote Date: 10/14/2019
 Quote Expiration Date: 11/28/2019
 Customer Code: JACMO0
 Customer PO#: Q101419
 Created By: kellyrose
 Quoted To: Craig Mosher



Mailing: PO Box 429, Fuquay-Varina, NC 27526-0429
 Payment: PO Box 890885, Charlotte, NC 28289-0885
 Phones: (800) 334-9880 Fax: (800) 322-7537
 Fed I.D. #: 56-1558062

001-2701-57191

Sold To:

Jackson Cnty Det Ctr

 1300 Cherry St
 Kansas City, MO 64106 US

Ship To:

Jackson Cnty Det Ctr
 Attn Marvin Walker
 1300 Cherry St
 Kansas City, MO 64106 US

Product Code	Quantity	U/M	Unit Price	Amount
JOJSNEP7S-M Jumpsuit,OR.7 Snaps,Med	220 1 ea	EA	\$10.86	\$2,389.20
*** Special Order Item; Please allow for additional delivery time ***				
JOJSNEP7S-L Jumpsuit,OR.7 Snaps,Large	220 1 ea	EA	\$10.86	\$2,389.20
*** Special Order Item; Please allow for additional delivery time ***				
JOJSNEP7S-XL Jumpsuit,OR.7 Snaps,XL	420 1 ea	EA	\$10.86	\$4,561.20
*** Special Order Item; Please allow for additional delivery time ***				
JOJSNEP7S-2XL Jumpsuit,OR.7 Snaps,2XL	420 1 ea	EA	\$10.86	\$4,561.20
*** Special Order Item; Please allow for additional delivery time ***				
JOJSNEP7S-3XL Jumpsuit,OR.7 Snaps,3XL	420 1 ea	EA	\$10.86	\$4,561.20
*** Special Order Item; Please allow for additional delivery time ***				
JOJSNEP7S-4XL Jumpsuit,OR.7 Snaps,4XL	220 1 ea	EA	\$10.86	\$2,389.20
*** Special Order Item; Please allow for additional delivery time ***				
JOJSNEP7S-5XL Jumpsuit,OR.7 Snaps,5XL	220 1 ea	EA	\$13.59	\$2,989.80
*** Special Order Item; Please allow for additional delivery time ***				
SC#1JACMO2 DETENTION/CENTER	2,420	EA	\$0.52	\$1,258.40

Sales Quote

Quote Number: NC1001494482
Quote Date: 10/14/2019
Quote Expiration Date: 11/28/2019
Customer Code: JACMOD
Customer PO#: Q101419
Created By: kellyrose
Quoted To: Craig Mosher



Mailing: PO Box 429, Fuquay-Varina, NC 27526-0429
Payment: PO Box 890885, Charlotte, NC 28289-0885
Phones: (800) 334-9880 Fax: (800) 322-7537
Fed I.D. #: 56-1558062

Page 2 of 4

Product Code	Quantity	U/M	Unit Price	Amount
EBASPLS32 Bra Sports White Sz 32	12 12 ea/dz, 12 dz/mc	DZ	\$19.20	\$230.40
EBASPLS34 Bra Sports White Sz 34	12 12 ea/dz, 12 dz/mc	DZ	\$19.20	\$230.40
EBASPLS36 Bra Sports White Sz 36	12 12 ea/dz, 12 dz/mc	DZ	\$19.20	\$230.40
EBASPLS38 Bra Sports White Sz 38	12 12 ea/dz, 12 dz/mc	DZ	\$19.20	\$230.40
EBASPLS40 Bra Sports White Sz 40	12 12 ea/dz, 12 dz/mc	DZ	\$19.20	\$230.40
EBASPLS42 Bra Sports White Sz 42	12 12 ea/dz, 12 dz/mc	DZ	\$19.20	\$230.40
EBASPLS44 Bra Sports White Sz 44	12 12 ea/dz, 10 dz/mc	DZ	\$19.20	\$230.40
EBASPLS46 Bra Sports White Sz 46	12 12 ea/dz, 10 dz/mc	DZ	\$19.20	\$230.40
EBASPLS48 Bra Sports White Sz 48	12 12 ea/dz, 10 dz/mc	DZ	\$19.20	\$230.40

Sales Quote

Quote Number: NC1001494482

Quote Date: 10/14/2019

Quote Expiration Date: 11/28/2019

Customer Code: JACMO0

Customer PO#: Q101419

Created By: kellyrose

Quoted To: Craig Mosher



Mailing: PO Box 429, Fuquay-Varina, NC 27526-0429

Payment: PO Box 890885, Charlotte, NC 28289-0885

Phones: (800) 334-9880 Fax: (800) 322-7537

Fed I.D. #: 56-1558062

Page 3 of 4

Product Code	Quantity	U/M	Unit Price	Amount
BT2040BR Towel, Brown 20x40 5.0 Lbs	204	DZ 12 ea/dz, 25 dz/mc	\$14.20	\$2,896.80
WC1212BR Washcloth, Brown 12x12 .75lb	204	DZ 12 ea/dz, 100 dz/mc	\$2.30	\$469.20
ZNWNR-OR Nightshirt Jersey OR Reg Size	10	DZ	\$69.85	\$698.50
*** This item will ship directly from the manufacturer ***				
OC Sock, Crew Orange	180	DZ 12pr/dz, 15dz/mc	\$5.11	\$919.80
J24220NEP7S-S Jumpsuit, Green, 7 Snaps, Small	30	EA 1 ea	\$10.55	\$316.50
*** Special Order Item; Please allow for additional delivery time ***				
J24220NEP7S-M Jumpsuit, Green, 7 Snaps, Med.	30	EA 1 ea	\$10.55	\$316.50
*** Special Order Item; Please allow for additional delivery time ***				
J24220NEP7S-L Jumpsuit, Green, 7 Snaps, Large	30	EA 1 ea	\$11.21	\$336.30
*** Special Order Item; Please allow for additional delivery time ***				
J24220NEP7S-XL Jumpsuit, Green, 7 Snaps, XL	30	EA 1 ea	\$11.81	\$354.30
*** Special Order Item; Please allow for additional delivery time ***				
J24220NEP7S-2XL Jumpsuit, Green, 7 Snaps, 2XL	30	EA 1 ea	\$12.31	\$369.30
*** Special Order Item; Please allow for additional delivery time ***				

Sales Quote

Quote Number: NC1001494482
Quote Date: 10/14/2019
Quote Expiration Date: 11/28/2019
Customer Code: JACMO0
Customer PO#: Q101419
Created By: kellyrose
Quoted To: Craig Mosher



Mailing: PO Box 429, Fuquay-Varina, NC 27526-0429
Payment: PO Box 890885, Charlotte, NC 28289-0885
Phones: (800) 334-9880 Fax: (800) 322-7537
Fed I.D. #: 56-1558062

Page 4 of 4

Product Code	Quantity	U/M	Unit Price	Amount
J24220NEP7S-3XL Jumpsuit, Green, 7 Snaps, 3XL	30 1 ea	EA	\$12.65	\$379.50
*** Special Order Item; Please allow for additional delivery time ***				
JOJSNEP7S-S Jumpsuit, OR. 7 Snaps, Small	100 1 ea	EA	\$10.86	\$1,086.00

*** Special Order Item; Please allow for additional delivery time ***

When placing your order, please refer to this quote number.

Subtotal: 35,315.70
Freight: 0.00
Taxes: 0.00
Payment: 0.00
Total: \$35,315.70



001-2701-57190

Quote

Customer: (1001556311) JACKSON COUNTY CORRECTIONS
Date: 10/04/2019
Sales Rep: KAITLYN CARR

Page 1 of 1
Quote Number: 14193334
Quote Expiration: 01/02/2020

Sold To:
JACKSON CNTY DETENTION CTR
1300 CHERRY ST
KANSAS CITY, MO 64106
MATTHEW LEWIS

Ship To:
JACKSON CNTY DETENTION CTR
1300 CHERRY ST
KANSAS CITY, MO 64106
MATTHEW LEWIS

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BF259 CSTM 00	CI11A-2 BALLISTIC PANEL SET ONLY	40		505.00	20,200.00
2	BP448 BLK CSTM 00	TAILORED ARMOR CARRIER	60		145.00	8,700.00
2.1	BP0001	BODY ARMOR CARRIERS	60			
3	TP059 CO	REFLECTIVE NAME PLATE	55		3.50	192.50
4	TP059 CO	REFLECTIVE NAME PLATE	55		3.50	192.50

Quote is valid for 90 days

SUBTOTAL: 29,285.00
SHIPPING:
TAX.....
TOTAL...: 29,285.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557

001-2701-58160



Quote Date: 10/4/2019
 Quote No: JTD-100419-JCDoC
 Original Quote Date: 10/4/2019

XPR3300e Portable Radio and Programming

Customer Information Agency Name: Jackson County Department of Corrections Contact: Matthew Lewis Phone: 816-881-4226 Address: 1300 Cherry St., Kansas City MO, 64106 E-Mail: mlewis@jacksongov.org	Product(s): XPR3300e Portable Programming and Updating
Commenco Contact Information: Account Exec: James Brafford Office: 816-753-2166 Cell: 816-621-1051 E-Mail: james.brafford@commenco.com	

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	75	XPR3300e Portable Radio - 136-174MHz VHF		
		- Pricing based on minimum purchase of 60 radios -	\$456.19	\$34,214.25
	75	Standard Battery - IMPRES Li-Ion, 2100mAh IP68 w/Belt Clip	N/C	N/C
	75	Standard Charger - IMPRES Single Unit Charger	N/C	N/C
	75	VHF Helical Antenna 144-165MHz	N/C	N/C
	75	Shipping	N/C	N/C
	75	Standard 5 Year Software support, parts and labor warranty.	N/C	N/C
	75	5 Year Essential Repair	N/C	N/C
		Options -		
2	75	IMPRES Windporting Speaker Mic w/ 3.5 Jack	\$82.81	\$6,210.75
3	30	2.5 Inch Belt Clip	\$11.31	\$339.30
		Programming -		
4	1	Program First Portable Radio	\$40.00	\$40.00
	74	Programming - Each Additional Radio done at same time	\$15.00	\$1,110.00
Total				\$41,914.30

CUSTOMER APPROVAL/SIGNATURE

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

Legal Name Of Purchaser	PO Number
Authorized Signature	Date

TERMS / VALIDITY / LEAD TIME

PAYMENT TERMS: - Net 30 Days	PRICES FIRM FOR: - 30 Days
LEAD TIME / DELIVERY: - 30 Days ARO	All Orders Subject To Shipping & Handling



001-57510

Quote	QTE0112037
Date	10/10/2019
Page:	1

GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298 Ext. 0000

Bill To:

Missouri Department of Corrections (MO)
 PO Box 236
 Jefferson City MO 65102

Ship To:

Missouri Department of Corrections (MO)
 8501 No More Victims Rd.
 Attn: Chris Wolfe
 Ref: 19100094
 Jefferson City MO 65101

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GLOCK 101119	008303	WSMITH	FEDEX-GROUNDN	NET 15	0/0/0000	2,028,269
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
4	GLOCK-PD22940	Glock 22P Inerl/Red/Practice	EA	\$454.00	\$1,816.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Chris Wolfe 816-881-4227
 cwolfe@jacksongov.org
 Thank you, your salesman was Adam Balak

Subtotal	\$1,816.00
Misc	\$0.00
Tax	\$0.00
Freight	\$40.00
Total	\$1,856.00

001-2701-58170



Updated Quote Date: 9/18/2019
Quote No: JTB-091819-JCDcC
Original Quote Date: 9/18/2019

Bank Charger for XPR3300e

Customer Information Agency Name: Jackson County Department of Corrections Contact: Matthew F. Lewis Phone: 816-881-4226 Address: 1300 Cherry Street, Kansas City MO. 64106 E-Mail: mlewis@jacksongov.org	Product(s): Bank Charger
Commenco Contact Information: Account Exec: James Brafford Office: 816-753-2166 Cell: 816-621-1051 E-Mail: james.brafford@commenco.com	

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	12	IMPRES 6 Pocket, 1 Display Charger	\$589.50	\$7,074.00
Total				\$7,074.00

CUSTOMER APPROVAL/SIGNATURE

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

_____	_____
Legal Name Of Purchaser	PO Number
_____	_____
Authorized Signature	Date

TERMS / VALIDITY / LEAD TIME

PAYMENT TERMS: - Net 30 Days LEAD TIME / DELIVERY: - 30 Days ARO	PRICES FIRM FOR: - 30 Days All Orders Subject To Shipping & Handling
---	--



Office of the JACKSON COUNTY SHERIFF

001-2701-56790

Sheriff Darryl Forté

TO: Barb Casamento
FROM: Captain Dave Epperson
DATE: 10/18/2019

SUBJECT: Policy Management Program Scope of Services

Ms. Casamento,

I am submitting this memorandum to provide a proposed scope of services for a policy management program which is needed by the Jackson county Sheriff's Office.

As you are aware, in January of 2019 the Jackson County Missouri Charter changed giving the Sheriff jurisdiction of the Jackson County Department of Corrections. The charter change resulted in over five hundred employees, sworn and non-sworn, operating under the overall umbrella of the Jackson County Sheriff's Office. A group was developed to review policies and procedures and quickly determined policies and procedures in both departments were often outdated and there was a need for consolidation and standardization between the two.

The Sheriff's Office proposes the following scope of services for a desired policy management program:

A Law Enforcement/Corrections Policy Manual to include Daily Training Bulletins that is

1. Compliant with state and federal laws and regulations
2. Customized to fit our agency's needs
3. Daily Training bulletins with testing that reinforces policy comprehension
4. Ease of access capable to be accessed through computers and IOS and Android operating systems

Policy Updates

1. Real time policy updates delivered in response to new legislation, case law, and best practices
2. Highlighted recommendations for change for comparison with existing policy
3. The ability to accept, reject or customize policies based on updated information

Web-based delivery platform and accessible mobile application

1. Ability to edit and customize to reflect our agencies mission and philosophy.
2. Ease access and distribution of policies to staff.
3. Automated tracking and reporting of acknowledgements and completion of training.
4. Archives and retrieval of all versions of the policy manual. Ability to track changes, etc.

5. Mobile application that provides in field access to policy and training materials.

Supplemental Manual

- 1. Electronically link department specific procedural content to the policy manual.**
- 2. Automated tools to ensure consistency between policy and procedure material.**
- 3. Area which covers other procedural instructions and field guides.**

Thank you for your help in forwarding our desired scope of services for this important step towards the standardization of our policy management.

001-4201-55010

Jackson County Sheriff's Office Salary Worksheet

Employee Number	Name	Salary	FICA	Pension	Workman's			Health		Uniform Allowance	Overtime Budget	Total for Person
					Comp.	Unemployment	Disability	Insurance	Health Insurance			
0	Captain 1	13,539.20	1,035.75	1,218.53	0.016	0.005	67.70	12.50%	1,692.40	1,200.00	19,037.90	
*2 months salary & benefits												
											19,037.90	
											19,037.90	
											Total Without Overtime	
											Variance	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$73,400.00 within the 2019 General Fund for a reallocation of budgeted funds within the Sixteenth Judicial Circuit Court.

RESOLUTION NO. 20308, November 18, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Sixteenth Judicial Circuit Court has requested a reallocation of budgeted funds to cover the replacement of ceilings in the seventh-floor courtrooms and offices in a manner that meets the County's standards, and to upgrade two courtroom sound systems, a project that was put on hold due to the recent flood damage; and,

WHEREAS, a transfer is needed to cover these costs; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 General Fund be made and hereby is made:

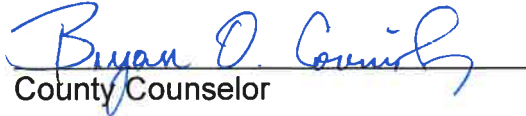
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Circuit Court			
001-3001	56110- Postage	\$30,000	
001-3001	56140- Travel Expense	\$ 7,400	
001-3001	56750- Educations Benefits	\$34,000	
001-3001	57020- Reference Books & Pubs.	\$ 2,000	
001-3001	58020- Buildings & Improvements		\$36,000
001-3001	58170- Other Equipment		\$37,400

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20308 of November 18, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 001 3001 56110
ACCOUNT TITLE: General Fund
Circuit Court
Postage
NOT TO EXCEED: \$30,000.00

ACCOUNT NUMBER: 001 3001 56140
ACCOUNT TITLE: General Fund
Circuit Court
Travel Expense
NOT TO EXCEED: \$7,400.00

ACCOUNT NUMBER: 001 3001 56750
ACCOUNT TITLE: General Fund
Circuit Court
Education Benefits
NOT TO EXCEED: \$34,000.00

ACCOUNT NUMBER: 001 3001 57020
ACCOUNT TITLE: General Fund
Circuit Court
Reference Books & Publications
NOT TO EXCEED: \$2,000.00

11/13/19
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20308
 Sponsor(s): Crystal Williams
 Date: November 18, 2019

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: A resolution authorizing the transfer of appropriations within budget to replace ceilings to county standards and sound systems scheduled for upgrades. This is a reallocation of budget appropriation within the Court's budget.																									
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="337 531 1531 1060"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$ 73,400.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$ 98,643.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$ 172,043.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM:</td> <td>AMT FROM ACCT</td> </tr> <tr> <td>001-3001-56110-999-3401-9999-19 Postage</td> <td>\$ 30,000.00</td> </tr> <tr> <td>001-3001-56140-999-2060-9999-19 Travel</td> <td>\$ 7,400.00</td> </tr> <tr> <td>001-3001-56750-999-2060-9999-19 Education</td> <td>\$ 34,000.00</td> </tr> <tr> <td>001-3001-57020-999-2060-9999-19 Reference</td> <td>\$ 2,000.00</td> </tr> <tr> <td>TO:</td> <td>AMT TO ACCT</td> </tr> <tr> <td>001-3001-58020-999-3402-9999-19 Buildings</td> <td>\$ 36,000.00</td> </tr> <tr> <td>001-3001-58170-999-3402-9999-19 Other Equipment</td> <td>\$ 37,400.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$ 73,400.00	Amount previously authorized this fiscal year:	\$ 98,643.00	Total amount authorized after this legislative action:	\$ 172,043.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number; FROM:	AMT FROM ACCT	001-3001-56110-999-3401-9999-19 Postage	\$ 30,000.00	001-3001-56140-999-2060-9999-19 Travel	\$ 7,400.00	001-3001-56750-999-2060-9999-19 Education	\$ 34,000.00	001-3001-57020-999-2060-9999-19 Reference	\$ 2,000.00	TO:	AMT TO ACCT	001-3001-58020-999-3402-9999-19 Buildings	\$ 36,000.00	001-3001-58170-999-3402-9999-19 Other Equipment	\$ 37,400.00
Amount authorized by this legislation this fiscal year:	\$ 73,400.00																									
Amount previously authorized this fiscal year:	\$ 98,643.00																									
Total amount authorized after this legislative action:	\$ 172,043.00																									
Amount budgeted for this item * (including transfers):																										
Source of funding (name of fund) and account code number; FROM:	AMT FROM ACCT																									
001-3001-56110-999-3401-9999-19 Postage	\$ 30,000.00																									
001-3001-56140-999-2060-9999-19 Travel	\$ 7,400.00																									
001-3001-56750-999-2060-9999-19 Education	\$ 34,000.00																									
001-3001-57020-999-2060-9999-19 Reference	\$ 2,000.00																									
TO:	AMT TO ACCT																									
001-3001-58020-999-3402-9999-19 Buildings	\$ 36,000.00																									
001-3001-58170-999-3402-9999-19 Other Equipment	\$ 37,400.00																									
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																									
CONTACT INFORMATION	RLA drafted by (name, title, & phone): <i>Cynthia Freeman, Budget & Fiscal Officer, 816-881-3643</i>																									
REQUEST SUMMARY	<i>This request will provide for the replacement of 50 year old ceilings on the 7th floor courtrooms and offices to bring them to county standards. This will also upgrade two sound systems that were scheduled for upgrades that were put on hold due to the flood. This is a re-allocation of budget appropriation and has no budgetary impact.</i>																									
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																									
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals																									
ATTACHMENTS	None																									
REVIEW	<table border="1" data-bbox="337 1732 1531 1946"> <tr> <td>Department Director: <i>Mary Marquez</i></td> <td>Date: <i>11-5-2019</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date: <i>11/6/19</i></td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: <i>11-14-19</i></td> </tr> <tr> <td>County Counselor's Office: <i>Bryan County</i></td> <td>Date: <i>11/14/19</i></td> </tr> </table>		Department Director: <i>Mary Marquez</i>	Date: <i>11-5-2019</i>	Finance (Budget Approval): <i>If applicable</i>	Date: <i>11/6/19</i>	Division Manager: <i>[Signature]</i>	Date: <i>11-14-19</i>	County Counselor's Office: <i>Bryan County</i>	Date: <i>11/14/19</i>																
Department Director: <i>Mary Marquez</i>	Date: <i>11-5-2019</i>																									
Finance (Budget Approval): <i>If applicable</i>	Date: <i>11/6/19</i>																									
Division Manager: <i>[Signature]</i>	Date: <i>11-14-19</i>																									
County Counselor's Office: <i>Bryan County</i>	Date: <i>11/14/19</i>																									

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$71,000.00 within the 2019 General Fund for a reallocation of budgeted funds within the Sixteenth Judicial Circuit Court.

RESOLUTION NO. 20309, November 18, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Sixteenth Judicial Circuit Court has requested a reallocation of budgeted funds to cover the cost of a National Center for State Courts special assessment team; and,

WHEREAS, the special assessment team will assess the security within the courtrooms and the courthouse; and,

WHEREAS, due to the flood earlier this year, a disruption of case scheduling and courtroom management occurred, causing court executive and judicial travel for conferences to be cancelled or postponed, creating the surplus in travel; and;

WHEREAS, the Sixteenth Judicial Circuit Court combined two years of external audits for additional savings and elected to not renew its liability insurance; and,

WHEREAS, a transfer is needed to cover the described services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

following transfer within the 2019 General Fund be made and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Circuit Court			
001-3001	56010- Auditing and Accounting Svc.	\$11,000	
001-3001	56140- Travel Expense	\$54,000	
001-3001	56370- Liability Insurance	\$ 6,000	
001-3001	56080- Other Professional Svc.		\$71,000

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20309 of November 18, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 001 3001 56010
ACCOUNT TITLE: General Fund
Circuit Court
Auditing and Accounting Services
NOT TO EXCEED: \$11,000.00

ACCOUNT NUMBER: 001 3001 56140
ACCOUNT TITLE: General Fund
Circuit Court
Travel Expense
NOT TO EXCEED: \$54,000.00

ACCOUNT NUMBER: 001 3001 56370
ACCOUNT TITLE: General Fund
Circuit Court
Liability Insurance
NOT TO EXCEED: \$6,000.00

11/14/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20309
 Sponsor(s): Crystal Williams
 Date: November 18, 2019

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: A resolution authorizing the transfer of appropriations within budget to obtain an assessment of courtroom and courthouse security. This is a reallocation of budget appropriation within the Court's budget.																					
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="337 495 1542 932"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$ 71,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$ 381,277.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$ 453,277.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM:</td> <td>AMT FROM ACCT</td> </tr> <tr> <td>001-3001-56010-999-3600-9999-19 Accounting & Audit</td> <td>\$ 11,000.00</td> </tr> <tr> <td>001-3001-56140-999-2060-9999-19 Travel</td> <td>\$ 54,000.00</td> </tr> <tr> <td>001-3001-56370-999-2060-9999-19 Liability Insurance</td> <td>\$ 6,000.00</td> </tr> <tr> <td>TO:</td> <td>AMT TO ACCT</td> </tr> <tr> <td>001-3001-56080-999-3600-9999-19 Other Professional Services</td> <td>\$ 71,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$ 71,000.00	Amount previously authorized this fiscal year:	\$ 381,277.00	Total amount authorized after this legislative action:	\$ 453,277.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number; FROM:	AMT FROM ACCT	001-3001-56010-999-3600-9999-19 Accounting & Audit	\$ 11,000.00	001-3001-56140-999-2060-9999-19 Travel	\$ 54,000.00	001-3001-56370-999-2060-9999-19 Liability Insurance	\$ 6,000.00	TO:	AMT TO ACCT	001-3001-56080-999-3600-9999-19 Other Professional Services	\$ 71,000.00
Amount authorized by this legislation this fiscal year:	\$ 71,000.00																					
Amount previously authorized this fiscal year:	\$ 381,277.00																					
Total amount authorized after this legislative action:	\$ 453,277.00																					
Amount budgeted for this item * (including transfers):																						
Source of funding (name of fund) and account code number; FROM:	AMT FROM ACCT																					
001-3001-56010-999-3600-9999-19 Accounting & Audit	\$ 11,000.00																					
001-3001-56140-999-2060-9999-19 Travel	\$ 54,000.00																					
001-3001-56370-999-2060-9999-19 Liability Insurance	\$ 6,000.00																					
TO:	AMT TO ACCT																					
001-3001-56080-999-3600-9999-19 Other Professional Services	\$ 71,000.00																					
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																					
CONTACT INFORMATION	RLA drafted by (name, title, & phone): <i>Cynthia Freeman, Budget & Fiscal Officer, 816-881-3643</i>																					
REQUEST SUMMARY	<i>This request will provide for the National Center for State Courts Special Assessment Team to assess the security within the courtrooms and the courthouse. Due to the flood earlier this year, disruption in case scheduling and courtroom management occurred, causing Court Executive and Judicial travel for conferences to be set aside or postponed, creating a surplus in travel. The Court combined two years of external audit for savings and elected to not renew the Liability Insurance. This is a re-allocation of budget appropriation and has no budgetary impact.</i>																					
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																					
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals																					
ATTACHMENTS	None																					
REVIEW	<table border="1" data-bbox="326 1671 1550 1915"> <tr> <td>Department Director: <i>Mary Marquez</i></td> <td>Date: <i>11-5-2019</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date: <i>11/6/19</i></td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: <i>11-14-19</i></td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Council</i></td> <td>Date: <i>11/14/19</i></td> </tr> </table>		Department Director: <i>Mary Marquez</i>	Date: <i>11-5-2019</i>	Finance (Budget Approval): <i>If applicable</i>	Date: <i>11/6/19</i>	Division Manager: <i>[Signature]</i>	Date: <i>11-14-19</i>	County Counselor's Office: <i>Bryan Council</i>	Date: <i>11/14/19</i>												
Department Director: <i>Mary Marquez</i>	Date: <i>11-5-2019</i>																					
Finance (Budget Approval): <i>If applicable</i>	Date: <i>11/6/19</i>																					
Division Manager: <i>[Signature]</i>	Date: <i>11-14-19</i>																					
County Counselor's Office: <i>Bryan Council</i>	Date: <i>11/14/19</i>																					

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Employment Agreement with Troy M. Schulte to serve as the County Administrator for Jackson County.

RESOLUTION NO. 20310, November 18, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the County Executive has announced his intention to appoint Troy M. Schulte to serve as the County's County Administrator; and,

WHEREAS, in an effort to support professional management for Jackson County, the County Executive recommends an Employment Agreement for this top-level management position within the County; and,

WHEREAS, this Agreement outlines the basis for continued employment, termination, and severance, a practice that is recommended by the International City/County Management Association and promotes the separation of the professional management of the County from political offices; and,

WHEREAS, the execution of this Employment Agreement is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Employment

Agreement on behalf of the County; and

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to undertake all actions required by this Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20310 of November 18, 2019 was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this expenditure in calendar year 2019 are included in the County's annual budget. Funds for calendar year 2020 are subject to appropriation in the County's 2020 annual budget.

11/14/19

Date



Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2019, by and between Jackson County, Missouri, herein after referred to as “the County,” and Troy M. Schulte, hereinafter referred to as “Schulte.”

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Troy M. Schulte to serve as the County’s County Administrator; and,

WHEREAS, Schulte is well-qualified for this position and is desirous of undertaking the professional duties of said position;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

I. Term.

Conditioned on the County Executive appointing Schulte County Administrator no later than December 31, 2019, and filing the notice of appointment with the Clerk of the County Legislature within 5 calendar days following the appointment, and further conditioned on the County Legislature not exercising its power of disapproval within fifteen days after the notice of appointment is filed with the Clerk of the County Legislature, the County hereby engages the services of Schulte to serve as its County Administrator, for a term ending on December 31, 2021, unless otherwise terminated earlier in accordance with paragraph V of this Agreement.

After the initial term, Schulte’s employment may be renewed by mutual agreement of the parties, upon such terms as the parties may agree. The County’s renewal may be exercised by the County Executive, subject to the approval of the County

Legislature if said renewal involves any increase in the compensation to be paid to Schulte.

II. Employment.

For all purposes, County shall treat Schulte as an employee of the County, eligible for all employee fringe benefits, including health and dental insurance, pension, deferred compensation and any other fringe benefit, offered by the County to comparable employees, as those benefits offerings may be changed from time to time, with the County paying the employer's share of social security contributions and making appropriate deductions from the biweekly payments required under paragraph III(A) below for federal, state, and local taxes, and any other applicable taxes, fees, and assessments, as well as for any County-provided benefits in which Schulte elects to participate. Any expense reimbursement Schulte receives under this Agreement or under the County's Personnel Rules, or otherwise, shall be grossed up for taxes. Schulte's employment with the County shall be governed by applicable provisions of the United States Constitution, federal law, the Missouri Constitution, Missouri statutory and common law, and the Jackson County Charter, Code, and Personnel Rules, unless otherwise specifically provided herein.

III. Compensation.

A. Subject to upward adjustment as provided in this paragraph III(A), Schulte shall be paid for his services a minimum annualized base salary in the total gross sum of \$220,001.60, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees at any time during the term of this Agreement, Schulte shall be entitled to receive that cost-of-living increase at the same time it becomes

effective for those other employees. In the event that the County creates a "merit pool" for employee merit salary increases, Schulte shall be entitled to receive a merit increase no greater than the average increase for employees within the pool, to be effective at the same time such merit increases become effective for those other employees, provided that any such merit increase must be justified by Schulte's employee evaluation, applying the same methodology used to gauge the employee evaluations of others in the pool who also receive merit increases. Even if no cost of living increase is granted to all or nearly all County employees, and/or no merit pool is created for merit increases, the County Executive shall have discretion to increase Schulte's salary in any manner consistent with the County's personnel rules and procedures, provided the adjusted salary remains within the range for the County Administrator position set in chapter 2 of the County Code.

B. Schulte is required to be on call for twenty-four (24) hours service. Therefore, he must have access to a vehicle for County business and private use. Accordingly, the County shall lease or otherwise provide Schulte a vehicle. Schulte shall be granted exclusive and unrestricted use of said vehicle at all times during his employment period, whether during normal working hours or not and whether such travel is on County business or not. The County shall be responsible for paying liability, property damage, collision and comprehensive insurance for said vehicle, in addition to expenses for purchase or lease, operation, including fuel, lubricants, fluids and cleanings, maintenance, repair and regular replacement of said vehicle. The cost of said lease and insurance shall not exceed eight hundred dollars (\$800.00) per month, unless otherwise approved by the County Executive. Personal use of such vehicle shall be governed by

the applicable County Personnel Rules and policies and by the Internal Revenue Code.

C. Schulte shall be credited with paid vacation leave, at an amount agreed to by Schulte and the County Executive in writing, prior to the execution of this contract. In no case shall Schulte's paid vacation leave exceed the maximum leave available to a county employee, pursuant to the County's Personnel Rules. Schulte's use and payout of vacation leave shall otherwise be governed by said Personnel Rules.

D. Schulte shall be entitled to an allowance in the amount of \$55.00 monthly for his business use of his personal cellular telephone. The parties acknowledge and agree that Schulte's use of his personal cellular telephone (or any other digital device) for business purposes does not waive any of his personal privacy rights in non-business-related content that apply to any other County employees.

IV. Duties.

Schulte shall perform all duties and exercise all responsibilities set out, now and/or in the future, by the Jackson County Charter, Code, Personnel Rules, and Executive Orders for the office of the County Administrator. The parties agree to mutually develop a job description for this position which will be in place no later than December 31, 2019. In the event that the responsibilities of the position of County Administrator change due to County departmental reorganization, which reorganization is not disapproved by the County Legislature and which becomes effective 30 days after notice of such reorganization is filed with the Clerk of the County Legislature, then the parties shall meet to discuss and negotiate what effect, if any, such reorganization will have on Schulte's

compensation.

V. Termination.

This Agreement may be terminated by either Schulte or County as follows:

A. Upon Schulte's termination of the Agreement through a written resignation, upon death of Schulte, or upon finding of a permanent disability of Schulte, which cannot reasonably be accommodated without posing an undue hardship to the County. No severance pay as outlined in V(C) below shall be paid to Schulte.

B. The County Executive may terminate this Agreement at any time, with or without "Cause." The County Legislature may terminate the Agreement at any time, with or without "Cause," by an affirmative vote of six of its members. If Schulte's employment is involuntarily terminated at any time without "Cause" as defined in subparagraph V(C) below, then the County shall pay Schulte severance pay equal to twelve months' base salary in effect under paragraph I of this Employment Agreement in one lump sum payment, less regular withholding for taxes, payable within 15 calendar days of the date of such termination without "Cause."

C. For purposes of determining Schulte's eligibility for severance pay in the case of an involuntary termination without "Cause" as provided under this Agreement, "Cause" to terminate Schulte's employment and this Agreement means Schulte has committed one or more of the following:

- (i.) An intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of Schulte's employment with the County;
- (ii.) Intentional material damage to County's assets;

- (iii.) Intentional disclosure of County's confidential information contrary to the County's policies;
- (iv.) Intentional engagement in any competitive activity which would constitute a breach of Schulte's duty of loyalty or of Schulte's obligations under this Agreement;
- (v.) Intentional material breach of any of County's conduct policies;
- (vi.) The willful and continued failure to perform Schulte's material duties for County (other than as a result of incapacity due to physical or mental illness, which the County has attempted to reasonably accommodate) after notice of the performance deficiencies and a reasonable opportunity to cure them;
or
- (vii.) Willful conduct by Schulte that is demonstrably and materially injurious to the County, monetarily or otherwise.

"Cause" includes any of the above grounds for dismissal regardless of whether the County learns of it before or after terminating Schulte's employment. For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, so as to constitute "Cause" to terminate Schulte's employment and this Agreement without paying Schulte the Severance Payment provided under subparagraph V(B) above, unless Schulte acts, or fails to act, in bad faith or without a reasonable belief that Schulte's action or omission was in the best interest of County. Failure to meet performance standards or objectives, by itself, does not constitute "Cause" under this paragraph. If Schulte is terminated with "Cause" as defined in this paragraph, Schulte shall not receive the severance pay provided in subparagraph V(B) above.

D. In the event of termination of the Agreement under any subparagraph of this paragraph V, Schulte shall be paid all compensation for time worked through the termination date, and all benefits which would be due a County employee terminated

under similar circumstances, pursuant to the Jackson County Personnel Rules.

VI. Indemnification.

The County shall defend, hold harmless and indemnify Schulte against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Schulte's duties as County Administrator, to the extent allowed by law, and in accordance with the provisions of chapter 16 of the Jackson County Code. The County shall provide counsel and pay for all costs arising out of such actions, including any settlement or judgment in such action, to the extent allowed by law and the County Code.

VII. Construction.

This Agreement shall be construed under the laws of the State of Missouri.

VIII. Severability, Waiver, and Modification.

The invalidity or inability to enforce any provision hereof shall in no way affect the validity or enforceability of any other provision. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach of this Agreement. Further, any waiver, alteration, or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by the parties.

IX. Survival.

The parties specifically agree that Paragraph V of this Agreement, and those provisions defining "Cause" for termination and Schulte's entitlement to severance pay in the event of an involuntary termination without "Cause" in particular, shall survive the termination of this Agreement for any reason.

X. Annual Appropriation.

Funds necessary to meet any and all financial obligations incurred by the County herein in years after 2019 are subject to appropriation in the County's 2020 annual budget and successive budgets for all years during the term of this Agreement.

XI. Incorporation.

This Agreement incorporates the entire understanding of the parties.

JACKSON COUNTY, MO

TROY M. SCHULTE

By _____
Frank White, Jr.
County Executive

APPROVED AS TO FORM:

ATTEST:

By _____
Bryan O. Covinsky
County Counselor

Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

Funds sufficient for this expenditure in calendar year 2019 are included in the County's annual budget. Funds for calendar year 2020 and future years are subject to appropriation in the County's then current annual budget.

Date

Director of Finance and Purchasing

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Program Services Contract with the Missouri Department of Health and Senior Services for a tracking program for statistical reporting of opioid and violent deaths, for a fee payable to the County.

RESOLUTION NO. 20311, November 18, 2019

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Medical Examiner's Office desires to participate in a tracking program sponsored by the Missouri Department of Health and Senior Services, for statistical reporting of opioid and violent deaths; and,

WHEREAS, under the agreement, the County will be reimbursed for providing reports of opioid and violent deaths through August 31, 2020, in an amount not to exceed \$32,650.00; and,

WHEREAS, the attached Program Agreement sets out the rights and obligations of each party participating in the program; and,

WHEREAS, execution of the attached agreement with the Missouri Department of Health and Senior Services is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

County Executive be and hereby is authorized to execute the attached Program Services Contract with the Missouri Department of Health and Senior Citizens.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20311 of November 18, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 47823	Contract Title: VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE	
Contract Start: 9/1/2019	Contract End: 8/31/2020	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JACKSON COUNTY MEDICAL EXAMINER	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 950 EAST 21ST STREET	
CITY, STATE, and ZIP CODE KANSAS CITY MO 64108	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0524	DUNS NUMBER 073134868
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

1. GENERAL

- 1.1 The contract amount shall not exceed \$32,650.00 for the period of September 1, 2019 through August 31, 2020.
- 1.2 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.2.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.2.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.2.3 Taxes (e.g., city/county/state/federal)
 - 1.2.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.2.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.2.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Missouri Violent Death Reporting System

Program Contact: Cassidy Palmer

Address: P.O. Box 570, Jefferson City, MO 65102-0570

Phone: 573-751-6416

Email: Cassady.Palmer@health.mo.gov

2. PURPOSE

- 2.1 The National Violent Death Reporting System (NVDRS), funded by the Centers for Disease Control and Prevention (CDC), provides states and communities with a clearer understanding of violent deaths to guide local decisions about efforts to prevent violence and track progress over time. NVDRS is the only state-based surveillance (reporting) system that pools data on violent deaths from multiple sources into a usable, anonymous database. With the expansion of the NVDRS project nationwide, a total of

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

50 states are currently part of the CDC NVDRS project in the United States. More details on the NVDRS project can be accessed at the following link:
<http://www.cdc.gov/violenceprevention/nvdrs/>.

- 2.2 The Overdose Data to Action (OD2A) grant funded by CDC, continues surveillance efforts of opioid overdose started with the Enhanced State Opioid Overdose Surveillance (ESOOS) grant. OD2A surveillance data will be used to assist both national and local stakeholders to respond more quickly to changes in opioid abuse patterns. It is anticipated that all 50 states and Washington D.C. will be funded through this grant opportunity. More details on the grant can be accessed at the following link:
<https://www.cdc.gov/drugoverdose/foa/state-opioid-mm.html>

- 2.3 The Missouri Department of Health and Senior Services received the NVDRS grant in September 2016, and the OD2A grant in August 2019. The NVDRS grant is housed in the Office of Epidemiology (OOE). The state of Missouri is implementing the NVDRS grant under the name “Missouri Violent Death Reporting System” (MOVDRS). The mortality surveillance component of the OD2A grant is housed in the Bureau of Health Care Analysis and Data Dissemination (BHCADD). Both OOE and BHCADD are within Section of Epidemiology for Public Health Practice, Division of Community and Public Health (DCPH).

- 2.4 MOVDRS and OD2A collect information from four major sources about the same incident and pool information into a usable, anonymous database. An incident can include one victim, or multiple victims. The four major data sources are:
 - 2.4.1 Death certificates;
 - 2.4.2 Coroner/Medical Examiner (C/ME) reports;
 - 2.4.3 Law enforcement reports (MOVDRS only); and
 - 2.4.4 Toxicology reports

3. DEFINITIONS

- 3.1 Violent deaths: defined as a death resulting from the intentional use of physical force or power (e.g. threats or intimidation) against oneself, another person, or against a group or community. This includes all homicides, suicides, and deaths occurring when law enforcement exerts deadly force in the line of duty.

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

- 3.2 Other violent deaths: defined as unintentional firearm injury deaths (i.e. incidents in which the person causing the injury did not intend to discharge the firearm) and on deaths where the intent cannot be determined, referred to as undetermined deaths. Although these deaths are not considered violent deaths by the above definition, information is collected on these types of death because some of these deaths may have been violent.
- 3.3 Violent deaths include deaths coded on the death certificate as a suicide (ICD-10 X60-X84, Y87.0), a homicide (ICD-10 X85-Y09, Y87.1), a death of undetermined intent (ICD-10 Y10-Y34, Y87.2), a death from legal intervention (ICD-10 Y35.0-Y35.4, Y35.6-Y35.7, Y89.0), a death related to terrorism (ICD-10 U01-U03), an "accidental" death from a firearm (ICD-10 W32- W34, and those cases coded to Y86 where a firearm is the source of injury) and those cases coded to Y89. 9, where the death is later determined to be due to violence or unintentional firearm injury. Note that the defining code ranges explicitly include the sequelae or "late effects" of violent injuries, and other codes may be selected for inclusion by the CDC at a later date. The contractor shall be notified of such changes within 30 days of any such CDC decision.
- 3.3.1 Unintentional and undetermined drug overdose deaths are identified on the death certificate using the underlying cause-of-death ICD-10 codes, X40–44 (unintentional) or Y10–Y14 (undetermined intent).
- 3.4 Suspected Opioid Overdose: Opioids can be suspected as a contributing cause of death based on scene evidence (e.g. presence of drugs and/or drug paraphernalia, witness testimony) and/or clinical symptoms consistent with the opioid toxidrome (i.e., pinpoint pupils, altered mental status, respiratory depression) and/or pathology/autopsy findings consistent with an opioid overdose (i.e., presence of a “foam cone”, pulmonary edema), and/or confirmatory/quantitative testing for opioids is indicated.
- 3.5 Toxicology testing should provide testing of typical postmortem submissions (e.g. blood and urine) for volatiles, over-the-counter, prescription, and illicit drugs.
- 3.5.1 The most basic toxicology drug screen that can be reimbursed must include:
- a. Immunoassay screen to include amphetamines, benzodiazepines, cocaine metabolites, fentanyl, methadone metabolite (EDDP) and opioids (including oxycodone/oxymorphone) and;
 - b. Drug identification and quantification of: amphetamine, methamphetamine, Alprazolam, Clonazepam, Diazepam, Nordiazepam, Oxazepam, Temazepam,

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

Lorazepam, Cocaine, Cocaethylene, Benzoylcegonine, Fentanyl, Codeine,
Hydrocodone, Hydromorphone, Morphine, Oxycodone, Oxymorphone, 6-
Acetylmorphine

- 3.5.2 Enhanced toxicology testing is more comprehensive and must include:
- a. Immunoassay screen to include amphetamines, benzodiazepines, cocaine metabolite, fentanyl, methadone metabolite (EDDP) and opioids (including oxycodone/oxymorphone) and;
 - b. Comprehensive chromatographic-based screen and confirmatory analysis of common over-the-counter, prescription/therapeutic and illicit drugs; for example –antidepressants, antihistamines, antipsychotics, hallucinogens, sedatives, and stimulants and;
 - c. Fentanyl and fentanyl analog testing to include relevant analogs common to the region and;
 - d. Drug quantification of all toxicological-relevant drugs.
- 3.5.3 Enhanced toxicology testing can be complemented with additional testing for fentanyl analogs, other synthetic opioids, and analog precursor molecules such as 4-ANPP.
- a. Fentanyl analogs that could be tested for include, but are not limited to: Acetyl Fentanyl, Acrylfentanyl, Butyryl Fentanyl, Carfentanil, ortho-Fluorofentanyl, para-Fluorobutyryl Fentanyl/FIBF, para Fluorofentanyl, Furanyl Fentanyl, Isobutyryl Fentanyl, 4-Methoxybutyrylfentanyl, 4-Methylphenethyl Acetyl Fentanyl, 3-Methylfentanyl, Beta-hydroxythiofentanyl, Valeryl Fentanyl.
 - b. Other synthetic opioids that could be tested for include, but are not limited to: AH-7921, MT-45, U-47700, U-49900, U-50488.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall provide C/ME reports for violent or drug overdose-related deaths, as defined above, occurring on or after January 1, 2016, as requested by Department staff.
- 4.1.1 The Contractor shall provide copies of the final C/ME reports including toxicology reports to the Department for data abstraction meant for inclusion in the MOVDRS

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

system(s) within 90 business days after receipt of a monthly death query notification from the Department.

- 4.1.2 The Contractor shall provide preliminary copies of C/ME reports to the Department for data abstraction meant for inclusion in the OD2A system within 30 business days after receipt of a monthly death query notification from Department.
- 4.2 The Department staff will review submitted C/ME reports for completeness, and will contact the Contractor within 30 days of receipt if the case is not deemed to be complete. A complete C/ME report will contain information pertaining to:
 - 4.2.1 Cause of Death;
 - 4.2.2 Manner of Death;
 - 4.2.3 Mechanism of Death;
 - 4.2.4 Circumstances of Death.
- 4.3 In the event that a case is considered incomplete, the Department staff will inform the Contractor. The Contractor and Department staff will work together to determine whether the incomplete status can be remedied, and establish an appropriate time frame for doings so, on a case-by-case basis.
- 4.4 The Contractor shall submit toxicology reports to the Department within 30 days from the date the Contractor receives the finalized report from the toxicology testing laboratory.
- 4.5 Data elements to be abstracted by the Department from Contractor-submitted C/ME reports will include, but are not limited to:
 - 4.5.1 Cause of Death;
 - 4.5.2 Manner of Death;
 - 4.5.3 Mechanism of Death;
 - 4.5.4 Circumstances of Death.

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

- 4.6 The Contractor shall provide copies of invoices received for toxicology testing and/or some other form of financial documentation outlining costs associated with opioid-suspected deaths, as defined above, as requested by the Department staff.
- 4.7 The Department staff will review submitted toxicology reports for completeness, and will contact the Contractor within 30 days of receipt if the case is not deemed complete. A complete C/ME report will contain information pertaining to:
 - 4.7.1 Documentation showing cost of toxicology testing;
 - 4.7.2 Toxicology findings;
 - 4.7.3 In cases where the Contractor is seeking reimbursement for toxicology screening where no opioids were present, the Contractor must provide additional documentation to explain why the death was considered to be suspected of opioid overdose.
- 4.8 In the event that a toxicology report is considered incomplete or not related to an opioid-suspected death, the Department staff will inform the Contractor. The Contractor and Department staff will work together to determine whether the incomplete status can be remedied, and establish an appropriate time frame for doing so, on a case-by-case basis.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Department will pay the Contractor a firm, fixed price of \$30 for each submitted complete MOVDRS case and upon approval of all required reports and invoices. The total amount for all MOVDRS cases shall not exceed \$150.00
- 5.2 The Department will pay the Contractor a firm, fixed price of \$30 for each submitted complete OD2A case and upon approval of all required reports and invoices. The total amount for all OD2A cases shall not exceed \$150.00.
- 5.3 The Department will pay the Contractor the cost associated for each submitted opioid-suspected comprehensive toxicology test upon approval of all required reports and invoices. The total amount for all OD2A toxicology reimbursement shall not exceed \$1,000.00.
- 5.4 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

6. INVOICING AND PAYMENT

- 6.1 The State of Missouri shall submit contract payments to the Contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 6.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 6.3 The Contractor shall submit invoices monthly. Invoices shall be due within 60 days following the final day of the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 6.5 The Contractor shall submit invoices to:
Missouri Department of Health and Senior Services
Division of Community and Public Health
Office of Epidemiology
P.O. Box 570
Jefferson City, MO 65102-0570
- 6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 6.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

the United States government, the Department may withhold payment or reject invoices under this contract.

- 6.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.9.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://www.cfda.gov/?s=program&mode=list&tab=list>.
- 6.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

- 7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

- 8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

- 11.2 The Contractor shall comply with provisions of Attachment B, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

15. TERMINATION

15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

**VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

- 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 15.1.2 A change in federal or state law relevant to this contract occurs; or
 - 15.1.3 A material change of the parties to the contract occurs; or
 - 15.1.4 By request of the Contractor.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
- 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
- 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
- 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

1. BUSINESS ASSOCIATE PROVISIONS:

- 1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- 1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
- a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
 - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C.

1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

- k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- 1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - 1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
 - 1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
 - 1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:
 - 1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
 - 1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
 - 1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
 - 1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.
 - 1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
 - 1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

- 1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- 1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- 1.3 Obligations and Activities of the Contractor:
- 1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

- 1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- 1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 1.4 Obligations of the State Agency:
- 1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- 1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- 1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

- 1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- 1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. 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 regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding 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 the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Violent Death and Overdose Death Surveillance and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The Contactor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	47823	State:	0%	\$0.00	Federal:	100%	\$32,650.00
Contract Title:	VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE						
Contract Start:	9/1/2019	Contract End:	8/31/2020	Amend#:	00	Contract #:	
Vendor Name:	JACKSON COUNTY MEDICAL EXAMINER						

CFDA:	N/A	Research and Development:	*		
CFDA Name:			*		
Federal Agency:			*		
Federal Award:			*		
Federal Award Name:			*		
Federal Award Year:	*	DHSS #:	ZZZ-PENDING FOA	Federal Obligation:	\$32,650.00

* The Department will provide this information when it becomes available.

Project Description:

The purpose of this project is to collect coroner and medical examiner reports from contracted data providers, which will be abstracted into an anonymous web-based system. The aggregate data will be used to develop and target violence and opioid overdose interventions at local, county, and statewide levels.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FCOG
Director



Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

NOV 13 2019


Version 6/10/19

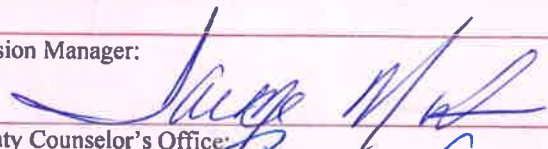
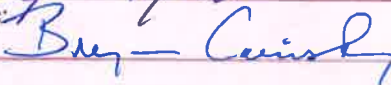
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20311

Sponsor(s): Charlie Franklin

Date: November 18, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing the cooperative agreement through 8/31/2020 with the Missouri Department of Health and Senior Services to receive grant funds payable to Jackson County.</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:	\$										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): Res. 19732 Feb. 12, 2018</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Kandi Brooke, Administrative Supervisor for Dr. Marius Tarau, Chief Medical Examiner.</p>										
<p>REQUEST SUMMARY</p>	<p>The JCMEO is requesting resolution to authorize a cooperative agreement with the Department of Health and Senior Services through August 21, 2020, to receive grant money for statistical reporting of Opioid and Violent Deaths within the Jackson County Medical Examiner's authority. Compensation payable to Jackson County, not to exceed \$ 32,650.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>										
<p>ATTACHMENTS</p>											
<p>REVIEW</p>	<p>Department Director:  Date: 10/25/2019</p>										

Finance (Budget Approval): <i>If applicable</i>	Date:
Division Manager: 	Date: 11-13-19
County Counselor's Office: 	Date: 11/14/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.