



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

Date: May 13, 2019
RE: Letter of Award
Bid Number: 2353-19-25
Bid Term: May 10, 2019 through May 9, 2022
Plus three (1) year optional renewals ending May 9, 2024

Dear Jason,

Recently it was announced that Progressive Electronics was low bid for our bid 2353-19-25 Audio Video Systems Replace, Repair and Service, however, upon notification they withdrew their bid stating, "an error was made in our labor calculations which gave us great concern regarding the financial sustainability of the agreement." Therefore, the Circuit Court of Jackson County reverts to the second Low and Best bid which is Harvest Productions as the lowest and best qualified vendor for bid 2353-19-25 Audio Video Systems Replace, Repair and Service. The Circuit Court would like to award this bid to Harvest Productions. We have enjoyed your superior services in the past and we are looking forward to doing business with you once again.

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

1. Certificate of Liability Insurance
2. A listing of employees (first and last name) who will commonly be working on-site.
3. A copy of your E-Verify documentation.
4. A copy of each employee's (who will be working on site) OSHA 10 hour Occupational and Safety class certification.

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,

Handwritten signature of Terry Shepard in black ink.

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

Contract Award accepted by: _____
Harvest Productions

Date: 5/14/19 as authorized signature of

THE CIRCUIT COURT OF JACKSON COUNTY MISSOURI
Purchasing Department Award Recommendation

To: Greg Paszkiewicz		Evaluated By: Terry Shepard	Date: 5/13/19
Bid/Quote/Contract Number: 2353-19-25	Opening Date: 5/1/19	Commodity: Audio Video Systems	Req:8002353 Acct: 6210 3401 Amount of Req. 2,000.00

Purchasing Recommends Award To: Vendor Amount Harvest Productions	<input type="checkbox"/> Informal Bid <input checked="" type="checkbox"/> Formal Bid <input type="checkbox"/> RFP <input type="checkbox"/> Quote	<input type="checkbox"/> Sole Source <input type="checkbox"/> Single Source <input type="checkbox"/> Brand Name <input type="checkbox"/> Emergency <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative Contract Term: May 10, 2019 through May 9, 2022 Plus 3 (1) year optional renewals ending May 9, 2024
	As this is a Time and Material bid with 3 year term and 3 (1) year possible extensions the amount of the contract is unknown. It is possible to be in excess of \$25,000.00 if all 6 years are utilized.	

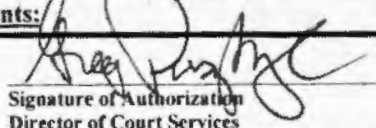
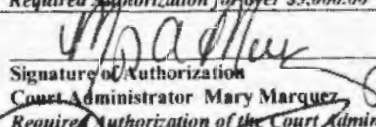
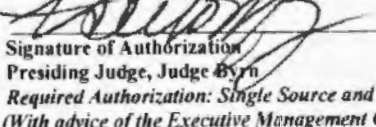
Purchasing Comments:
 Progressive Electronics was the original low bid on this bid and was offered the contract on May 3rd 2019. However they declined the offer stating, "an error was made in our labor calculations which gave us great concern regarding the financial sustainability of the agreement." The second low bid was Harvest Productions. They have been our AV contractor on contract for the last 6 years and have provided us with outstanding services. Purchasing recommends that this award be offered to Harvest Productions.
 This bid is a "Time and Material" bid for the repair of existing AV systems and the installation of any new updates as needed and requested by the Courts. The award was based on the overall low bid and high score, listed below is the percentage of weight:
 50% Equipment mark up over factory prices
 30% Installation hourly costs of new equipment
 15% Repair hourly labor costs
 5% Warranty hourly labor costs
 Progressive Electronics was the overall low bid, high score. Progressive had provided us with new sound systems installs and system repairs for many years prior to our current AV vendor. They proved to be a dependable vendor with satisfactory services.

<u>Vendor</u>	<u>Score</u>	<u>Vendor</u>	<u>Score</u>
Progressive Electronics	2.75	ECC	2.05
Harvest Productions	2.7		

Provide review and Authorization: Department Please choose one. *If departments choice is other than "Accepting Bid As Recommended" please write your justification in the comment section below.*

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

Comments:

<input type="checkbox"/>  Signature of Authorization Director of Court Services <i>Required Authorization for over \$5,000.00</i>	5/13/2019 Date	Comments
<input type="checkbox"/>  Signature of Authorization Court Administrator Mary Marquez <i>Required Authorization of the Court Administrator for Purchases of \$25,000.00 or greater, Single Source, Emergency Purchase, Contracts.</i>	5/13/2019 Date	Comments
<input type="checkbox"/>  Signature of Authorization Presiding Judge, Judge Byrn <i>Required Authorization: Single Source and Contracts over \$25,000.00 must include the Presiding Judge Signature (With advice of the Executive Management Committee).</i>	5-13-19 Date	Comments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRUSS 9200 Ward Parkway Suite 500 Kansas City MO 64114	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 816-708-4600 E-MAIL ADDRESS: Certificat@TrussAdvantage.com	FAX (A/C, No): 816-708-4600
	INSURER(S) AFFORDING COVERAGE	
INSURED 20419 Harvest AV Solutions, LLC 1340 Burlington Street North Kansas City MO 64116	INSURER A: Accident Fund Ins Co America NAIC # 12304	
	INSURER B: Nationwide Gen Ins Co NAIC # 23760	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 220075142 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ACP3058630116	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACP3058630116	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		ACP3058630116	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		WCV8014084	12/15/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*For Informational Purposes Only

CERTIFICATE HOLDER Sample Certificate Harvest AV Solutions 1340 Burlington North Kansas City, MO 64116	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Harvest Productions, Inc. (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by OHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6.
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

- contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Harvest Productions, Inc. (Employer) hereby designates and appoints Nicole Tackett (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harvest Productions, Inc.
Company Facility Address	1340 Burlington North Kansas City, MO 64116
Company Alternate Address	510 W. 5th St Kansas City, MO 64105
County or Parish	Clay
Employer Identification Number	43-1628694
North American Industry Classification Systems Code	Performing Arts, Spectator Sports, And Related Industries (711)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number:546657

Client Company ID Number:1274053

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Missouri	1
----------	---

Company ID Number: 546657 Client Company ID Number: 1274053

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Erica Brune
Phone Number	(816) 994-1300
Fax Number	
Email Address	harvest@lever1.com



PROGRESSIVE ELECTRONICS inc.

6102 - ngfor

16 765

May 10, 2018

Terry Shepard, CPPB
Assistant Director of Court Services
Circuit Court of Jackson County
415 E. 12th St.
Room 8M East
KCMO 64106

RE: Bid #2353-19-25

Terry,

We regret to inform you that we are withdrawing our proposal from this bid. An error was made in our labor calculations which gave us great concern regarding the financial sustainability of the agreement.

We wanted to make sure to inform you before contracts were issued, and we greatly regret any inconvenience this may have caused. We're happy to provide updated pricing at this time, or if you would give us the honor of an invite to your next RFP.

Warm regards,

Chase Nugen



THE CIRCUIT COURT OF JACKSON COUNTY MISSOURI
Purchasing Department Award Recommendation

To: Greg Paszkiewicz		Evaluated By: Terry Shepard	Date: 5/2/19
Bid/Quote/Contract Number: 2353-19-25	Opening Date: 5/1/19	Commodity: Audio Video Systems	Req:8002353 Acct: 6210 3401 Amount of Req. 2,000.00

Purchasing Recommends Award To: <u>Vendor</u> <u>Amount</u> Progressive Electronics As this is a Time and Material bid with 3 year term and 3 (1) year possible extensions the amount of the contract is unknown. It is possible to be in excess of \$25,000.00 if all 6 years are utilized.	<input type="checkbox"/> Quote <input type="checkbox"/> Informal Bid <input checked="" type="checkbox"/> Formal Bid <input type="checkbox"/> RFP	<input type="checkbox"/> Sole Source <input type="checkbox"/> Single Source <input type="checkbox"/> Brand Name <input type="checkbox"/> Emergency <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative Contract Term: May 10, 2019 through May 9, 2022 Plus 3 (1) year optional renewals ending May 9, 2024
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Purchasing Comments:
 This bid is a "Time and Material" bid for the repair of existing AV systems and the installation of any new updates as needed and requested by the Courts. The award was based on the overall low bid and high score, listed below is the percentage of weight:
 50% Equipment mark up over factory prices
 30% Installation hourly costs of new equipment
 15% Repair hourly labor costs
 5% Warranty hourly labor costs
 Progressive Electronics was the overall low bid, high score. Progressive had provided us with new sound systems installs and system repairs for many years prior to our current AV vendor. They proved to be a dependable vendor with satisfactory services.

<u>Vendor</u>	<u>Score</u>	<u>Vendor</u>	<u>Score</u>
Progressive Electronics	2.75	ECC	2.05
Harvest Productions	2.7		

Provide review and Authorization: Department Please choose one. If departments choice is other than "Accepting Bid As Recommended" please write your justification in the comment section below.

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

Comments:

X Signature of Authorization Director of Court Services Required Authorization for over \$5,000.00	5/2/2019 Date	Comments
X Signature of Authorization Court Administrator Mary Marquez Required Authorization of the Court Administrator for Purchases of \$25,000.00 or greater, Single Source, Emergency Purchase, Contracts,	5/2/2019 Date	Comments
X Signature of Authorization Presiding Judge, Judge Thomas Byrn Required Authorization: Single Source and Contracts over \$25,000.00 must include the Presiding Judge Signature (With advice of the Executive Management Committee).	May 9, 2019 Date	Comments

Audio Video Systems 2353-19-25 Bid Tab

Vendor	ECC	ECC	Harvest	Harvest	Progressive	Progressive
<p>During Warranty Maintenance Coverage Vendor must state all charges and costs including trip charges or other unidentified charges that vendor may request.</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 0.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 47.50</p> <p>Company Holiday Rate: \$ 95.00</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 0.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 0.00</p> <p>Company Holiday Rate: \$ 0.00</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 0.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 172.50</p> <p>Company Holiday Rate: \$ 230.00</p>
<p>Non Warranty Full Maintenance, repair and trouble shooting service calls for all existing audio/video equipment and systems of the Circuit Court Vendor must state all charges including trip charges or other unidentified charges that vendor may request. Contractor MUST provide their material invoice to support the charge for the percentage markup.</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 95.00</p> <p>Trip Charge: \$ 50.00</p>	<p>Company Overtime Rate: \$ 142.50</p> <p>Company Holiday Rate: \$ 190.00</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 95.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 95.00</p> <p>Company Holiday Rate: \$ 142.00</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 75.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 112.50</p> <p>Company Holiday Rate: \$ 150.00</p>
<p>Material for non-covered maintenance and new installations: Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall</p>	<p>Percentage Markup above Contractor's material cost: 20 %</p>		<p>Percentage Markup above Contractor's material cost: 20 %</p>		<p>Percentage Markup above Contractor's material cost: 20 %</p>	

remain fixed for the duration of the contract.						
	ECC	ECC	Harvest	Harvest	Progressive	Progressive
New Installations labor: Vendor must be all inclusive, including but not limited to: Implementation i.e. drawings, lifts, bonding, insurance, engineering, programming etc. Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract.	Company Regular Normal Working hours Hourly Rate: \$ 110.00	Company Overtime Rate: \$ 165 = Company Holiday Rate: \$ 220 =	Company Regular Normal Working hours Hourly Rate: \$ 97.50	Company Overtime Rate: \$ 146.25 Company Holiday Rate: \$ 146.25	Company Regular Normal Working hours Hourly Rate: \$ 74.00	Company Overtime Rate: \$ 112.50 Company Holiday Rate: \$ 150.00
Do you have local technicians licensed in providing service to all components of the systems in this project?	Yes	No	Yes	No	Yes	No
Have your employees that will be assigned to this job completed the 10 hour Occupational safety and Health Administration (OSHA) construction safety and health program?	Yes	No	Yes	No	Yes	No
Will your company plan on requesting a wage subsidy, bid supplement or rebate for any worker being paid under this contract as defined in	Yes	No	Yes	No	Yes	No

Regulations, part 3 (290.095 RSMo)						
	ECC	ECC	Harvest	Harvest	Progressive	Progressive
Will vendor be capable of completing major Division installation within 3 consecutive days	Yes	No	Yes	No	Yes	No
Are you a Transient Employer as defined in section 285.230, RSMO?	Yes	No	Yes	No	Yes	No
Do you have trained staff who can perform service calls as early as 7:00 AM	Yes	No	Yes	No	Yes	No

Yvonne Fields - Recorder - Yvonne Fields
 May 1, 2019
 Terry Shepard - Announcer
 May 1, 2019

Audio Video Systems 2353-19-25 Evaluation for Award Worksheet

Vendors	Weighted Percentage	ECC	Harvest Productions	Progressive Electronics
During Warranty Maintenance Coverage Vendor must state all charges and costs including trip charges or other unidentified charges that vendor may request.	5% Possible 15	Total Labor Rate: \$142.50 Rating Score: 2 Points Awarded: 10	Total Labor Rate: \$.00 Rating Score: 3 Points Awarded: 15	Total Labor Rate: \$402.50 Rating Score: 1 Points Awarded: 5
Non Warranty Full Maintenance, repair and trouble shooting service calls for all existing audio/video equipment and systems of the Circuit Court Vendor must state all charges including trip charges or other unidentified charges that vendor may request. Contractor MUST provide their material invoice to support the charge for the percentage markup.	15% Possible 45	Total Labor Rate: \$427.50 Rating Score: 1 Points Awarded: 15	Total Labor Rate: \$332.00 Rating Score: 3 Points Awarded: 45	Total Labor Rate: \$337.50 Rating Score: 2 Points Awarded: 30
Materials & Equipment for non-covered maintenance and new installations: Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract.	50% Possible 150	Rating Score: 3 Points Awarded: 150	Rating Score: 3 Points Awarded: 150	Rating Score: 3 Points Awarded: 150
New Installations labor: Vendor must be all inclusive, including but not limited to: Implementation i.e. drawings, lifts, bonding, insurance, engineering, programming etc. Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract.	30% Possible 90	Total Labor Rate: \$495.00 Rating Score: 1 Points Awarded: 30	Total Labor Rate: \$390.00 Rating Score: 2 Points Awarded: 60	Total Labor Rate: \$336.50 Rating Score: 3 Points Awarded: 90
300 Total Points Possible Percentage times ranking	Total Points Awarded to Vendor	10 15 150 30	15 45 150 60	5 30 150 90
		Total Score 205	Total Score 270	Total Score 275



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**PREVAILING WAGE
 PROJECT NOTIFICATION –
 CONTRACTOR INFORMATION**

New Update

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification May 31 2019		2. Annual Wage Order Number Included in Bid Specifications 25	
3. Popular or Descriptive Name of Project Audio Video Systems, Replace, Repair and Service			
4. Estimated Project Cost of Completion (<i>total construction contracts to be awarded</i>)		\$ 50,000.00 per year	
5. Exact Location of Project County Jackson		City Kansas City and Independence	
6. Official Name of Public Body or Agency 16th Circuit Court of Jackson County			
7. Name of Contact Person Terry Shepard			8. Phone Number (<i>include area code</i>) 816-881-1309
9. Address 415 East 12th Street KC MO 64106			
10. Email Address tshepard@courts.mo.gov		Website	
11. Contract Award Date 5/13/19	12. Estimated Date of Project Completion 5/9/24	13. Will There Be Any Federal Funds Used in this Contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

14. Contractor Information Notification

General Contractor: Name Harvest Productions
 Address 1340 Burlington
 City North Kansas City State MO ZIP 64116
 Phone Number 816-483-3889 Email Address jholmes@harvestproductionsinc.com
 Type of Craftsmen Needed by Project Communications
 Scope of Work Install, Repair and Maintenance of audio video sound systems 6 yr contract

List all Subcontractors:

1. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

2. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

3. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

*submitted 5-31-19
 E-mail & website*



Congratulations!

Timothy Kraemer

You have successfully completed the online
OSHA course

Date of Completion: 1/16/2019

ONLINE OSHA 10 HR CONSTRUCTION -

through Summit Training Source, Inc. with
a final score of

100.00

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Outreach Trainer: Scott Wallace

If you have any questions regarding this training, please contact us by phone at 1.800.842.0466.

Summit Training Source 4170 Embassy Dr. Grand Rapids, MI 49546



27-003065634

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Jason Holmes

Jerry Lickteig

10/09/2009

(Trainer name - print or type)

(Course end date)



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

Date: May 3, 2019
RE: Letter of Award
Bid Number: 2353-19-25
Bid Term: May 10, 2019 through May 9, 2022
Plus three (1) year optional renewals ending May 9, 2024

Dear Chase,

Congratulations, the Circuit Court of Jackson County has selected Progressive Electronics as the lowest and best qualified vendor for bid 2353-19-25 Audio Video Systems Replace, Repair and Service. We have enjoyed your services in the past and we are looking forward to doing business with you once again.

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. Certificate of Liability Insurance
2. A listing of employees (first and last name) who will commonly be working on-site.
3. A copy of your E-Verify documentation.
4. A copy of each employee's (who will be working on site) OSHA 10 hour Occupational and Safety class certification.
5. Contact e-mail and phone number to the person I will send our "Release Order" requests for services to.

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,

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



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

Date: May 13, 2019
RE: Letter of Award
Bid Number: 2353-19-25
Bid Term: May 10, 2019 through May 9, 2022
Plus three (1) year optional renewals ending May 9, 2024

Dear Jason,

Recently it was announced that Progressive Electronics was low bid for our bid 2353-19-25 Audio Video Systems Replace, Repair and Service, however, upon notification they withdrew their bid stating, "an error was made in our labor calculations which gave us great concern regarding the financial sustainability of the agreement." Therefore, the Circuit Court of Jackson County reverts to the second Low and Best bid which is Harvest Productions as the lowest and best qualified vendor for bid 2353-19-25 Audio Video Systems Replace, Repair and Service. The Circuit Court would like to award this bid to Harvest Productions. We have enjoyed your superior services in the past and we are looking forward to doing business with you once again.

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

1. Certificate of Liability Insurance
2. A listing of employees (first and last name) who will commonly be working on-site.
3. A copy of your E-Verify documentation.
4. A copy of each employee's (who will be working on site) OSHA 10 hour Occupational and Safety class certification.

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,

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

Contract Award accepted by: _____ Date: _____ as authorized signature of
Harvest Productions

Audio Video Systems 2353-19-25 Evaluation for Award Worksheet

Vendors	Weighted Percentage	ECC	Harvest Productions	Progressive Electronics
During Warranty Maintenance Coverage Vendor must state all charges and costs including trip charges or other unidentified charges that vendor may request.	5% Possible 15	Total Labor Rate: \$142.50 Rating Score: 2 Points Awarded: 10	Total Labor Rate: \$.00 Rating Score: 3 Points Awarded: 15	Total Labor Rate: \$402.50 Rating Score: 1 Points Awarded: 5
Non Warranty Full Maintenance, repair and trouble shooting service calls for all existing audio/video equipment and systems of the Circuit Court Vendor must state all charges including trip charges or other unidentified charges that vendor may request. Contractor MUST provide their material invoice to support the charge for the percentage markup.	15% Possible 45	Total Labor Rate: \$427.50 Rating Score: 1 Points Awarded: 15	Total Labor Rate: \$332.00 Rating Score: 3 Points Awarded: 45	Total Labor Rate: \$337.50 Rating Score: 2 Points Awarded: 30
Materials & Equipment for non-covered maintenance and new installations: Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract.	50% Possible 150	Rating Score: 3 Points Awarded: 150	Rating Score: 3 Points Awarded: 150	Rating Score: 3 Points Awarded: 150
New Installations labor: Vendor must be all inclusive, including but not limited to: Implementation i.e. drawings, lifts, bonding, insurance, engineering, programming etc. Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract.	30% Possible 90	Total Labor Rate: \$495.00 Rating Score: 1 Points Awarded: 30	Total Labor Rate: \$390.00 Rating Score: 2 Points Awarded: 60	Total Labor Rate: \$336.50 Rating Score: 3 Points Awarded: 90
300 Total Points Possible Percentage times ranking	Total Points Awarded to Vendor	10 15 150 30 Total Score 205	15 45 150 60 Total Score 270	5 30 150 90 Total Score 275

Audio Video Systems 2353-19-25 Bid Tab

Vendor	ECC	ECC	Harvest	Harvest	Progressive	Progressive
<p>During Warranty Maintenance Coverage Vendor must state all charges and costs including trip charges or other unidentified charges that vendor may request.</p> <p>5%</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 0.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 47.50</p> <p>Company .1 Holiday Rate: \$ 95.00 (2) 142.50</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 0.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 0.00</p> <p>Company .15 Holiday Rate: \$ 0.00 (3) 0</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 0.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 172.50</p> <p>Company .05 Holiday Rate: \$ 230.00 (1) 402.50</p>
<p>Non Warranty Full Maintenance, repair and trouble shooting service calls for all existing audio/video equipment and systems of the Circuit Court Vendor must state all charges including trip charges or other unidentified charges that vendor may request. Contractor MUST provide their material invoice to support the charge for the percentage markup.</p> <p>15%</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 95.00</p> <p>Trip Charge: \$ 50.00</p>	<p>Company Overtime Rate: \$ 142.50</p> <p>Company Holiday Rate: \$ 190.00</p> <p>.15 (1) 47.</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 95.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 95.00</p> <p>Company Holiday Rate: \$ 142.00</p> <p>.45 (3) 332.</p>	<p>Company Regular Normal Working hours Hourly Rate: \$ 75.00</p> <p>Trip Charge: \$ 0.00</p>	<p>Company Overtime Rate: \$ 112.50</p> <p>Company Holiday Rate: \$ 150.00</p> <p>.3 (2) 337.</p>
<p>Material for non-covered maintenance and new installations: Contractor MUST provide their material invoice to 50% support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall</p>	<p>Percentage Markup above Contractor's material cost: <u>20</u> %</p>	<p>.15 (3)</p>	<p>Percentage Markup above Contractor's material cost: <u>20</u> %</p>	<p>.15 (3)</p>	<p>Percentage Markup above Contractor's material cost: <u>20</u> %</p>	<p>.15 (2)</p>

remain fixed for the duration of the contract.						
	ECC	ECC	Harvest	Harvest	Progressive	Progressive
New Installations labor: Vendor must be all inclusive, including but not limited to: Implementation i.e. drawings, lifts, bonding, insurance, engineering, programming etc. Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract. 30/10	Company Regular Normal Working hours Hourly Rate: \$ 110.00	Company Overtime Rate: \$ 165.00 Company Holiday Rate: \$ 220.00 .3 ① 495.00	Company Regular Normal Working hours Hourly Rate: \$ 97.50	Company Overtime Rate: \$ 146.25 Company Holiday Rate: \$ 146.25 .6 ② 390.00	Company Regular Normal Working hours Hourly Rate: \$ 74.00	Company Overtime Rate: \$ 112.50 Company Holiday Rate: \$ 150.00 .9 ③ 336.00
Do you have local technicians licensed in providing service to all components of the systems in this project?	Yes	No 21 -15 1.5 -3 2.05	Yes	No .15 -1.45 1.5 -1.6 2.7	Yes	No .05 .9 1.5 -1.9 2.75
Have your employees that will be assigned to this job completed the 10 hour Occupational safety and Health Administration (OSHA) construction safety and health program?	Yes	No	Yes	No	Yes	No
Will your company plan on requesting a wage subsidy, bid supplement or rebate for any worker being paid under this contract as defined in	Yes	No	Yes	No	Yes	No

Regulations, part 3 (290.095 RSMo)						
	ECC	ECC	Harvest	Harvest	Progressive	Progressive
Will vendor be capable of completing major Division installation within 3 consecutive days	Yes	No	Yes	No	Yes	No
Are you a Transient Employer as defined in section 285.230, RSMO?	Yes	No	Yes	No	Yes	No
Do you have trained staff who can perform service calls as early as 7:00 AM	Yes	No	Yes	No	Yes	No

Yvonne Fields - Recorder - Yvonne Fields
 May 1, 2019
 Wray Shepard - Announcer
 May 1, 2019

Invitation For Bid



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

Audio Video Systems Replace, Repair and Service IFB #2353-19-25

Bid Number: 2353-19-25

Issue Date: Wednesday, April 04, 2019

Pre-Bid Conference/Site Visit: Wednesday, April 10, 2019 at 8:01 A.M.
Kansas City Location 415 East 12th Street, KC MO 64106
5th floor, Division 3

Last Day for Written Questions: Noon on Wednesday, April 17, 2019

Bid Due Date: Wednesday, May 1, 2019 Time: 2:00 P.M. CST

Contract Term: Three years

May 10, 2019 – May 9, 2022

Plus three (3) one (1) year renewal options:

May 10, 2022 – May 9, 2023

May 10, 2023 – May 9, 2024

May 10, 2024 – May 9, 2024

INVITATION FOR BID

#64449-13

Audio Systems

Issue Date: April 4, 2019

IFB Closes: Wednesday, May 01, 2019 at 2:00 P.M. (C.S.T.)

Pre-bid Kansas City: April 10, 2019

Pre-bid time: 8:00 A.M. Enter building by buzzing the security button on the dock door, west side of building on Oak Street. Go through the garage to the security desk, they will request that you sign in and provide you with a vendor badge. Proceed to the 4 floor, Division 3

This Pre-bid is mandatory for those Contractors wishing to submit bids, unless prior arrangements are made with the Circuit Court Purchasing.

The contact person for all information regarding this IFB is:

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

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

TABLE OF CONTENTS

PART I STATEMENT OF WORK AND VENDORS RESPONSIBILITIES

<u>Section</u>	<u>Heading</u>	<u>Page</u>
1.0	Purpose	5
2.0	Scope of Services	5
3.0	System Overview	6
4.0	Equipment Listing	7
5.0	Removal of Existing Equipment	8
6.0	Installation	8
7.0	Service and Repairs	8
8.0	Location of services	8
9.0	Bond	9
10.0	Prevailing Wages	9
11.0	Equal Employment Opportunity	9
12.0	Occupational Safety and Health Administration	9
13.0	E-Verify	10
14.0	Transient Employer	10
15.0	Wage subsidies, Bid Supplements and Rebates	10
16.0	Right to Work	11
17.0	Certificate of Authority	11
18.0	Applicable Laws	11
19.0	Insurance Requirements	12
20.0	Indemnification	12
21.0	Offeror's Liability	12
22.0	Offereror's Status	13
23.0	Vendors on site Employees	13
24.0	Licenses and Permits	13
25.0	Warranty	13
26.0	Ambiguity, Conflict or Errors in IFB	14
27.0	Minimum Qualifications	14
28.0	Silence of Specifications	14
29.0	Confidentiality	15
30.0	Asbestos	15
31.0	Environmental Protection	15
32.0	Dust barrier	15
33.0	Noise and Odors	15
34.0	Damage Control	15
35.0	Clean Up	16
36.0	Utilities and Services	16
37.0	Secure Facility	16
38.0	Waiver of Subrogation	16
39.0	Client Safety	16
40.0	Final Inspection and Approval	16

PART II TERMS AND CONDITIONS

42.0	General Terms and Conditions	17
43.0	Missouri Project Letter of Exemption	17
44.0	Exceptions	18
45.0	Performance	18
46.0	Cancellation	18
47.0	Funding	18
48.0	Assignment	19
49.0	Background Check	19
50.0	Proposal Opening	19
51.0	Offeror's Rights	19
52.0	Offer and Acceptance Period	19
53.0	Award of Contract	19
54.0	Award Protest	20
55.0	Contract	20
56.0	Contract Extension	20
57.0	Severability	21
58.0	Governing Law	21
59.0	Jurisdiction	21
60.0	Waiver	21
61.0	Travel Time	21
62.0	Work Orders	21
63.0	On-Site Accountability	22
64.0	Billing	22
65.0	Invoices	22
66.0	Dock/Parking	23
67.0	Questions	23
68.0	Response Format	23
69.0	Instructions for Submittal	23
70.0	Schedule of Events	24
71.0	Vendor Checklist	21

PART III ATTACHMENTS (A-I) - VENDOR RESPONSE PAGES

Pricing Page "Attachment A"	23
Pricing Agreement "Attachment B"	24
Subcontractor Information/Prior Experience "C"	25
Cooperative Procurement Page "Attachment D"	26
Escalation/De-escalation "Page "Attachment D"	27
Contractor Information and Signature Page "E"	28
Affidavit Page "F"	29

PART I STATEMENT OF WORK

1.0 Purpose:

The purpose of this Invitation to Bid is for the Circuit Court of Jackson County to establish a vendor To supply and install upgrades for all aging sound systems, audiovisual components and communication systems. Vendor to also provide maintenance, repair and troubleshooting for existing systems and any new equipment that is added.

Most courtrooms and jury assembly areas have standardized sound systems including assisted listening devices and motorized projector screens (there may be minor differences). Dates of installation range from 2011 to 2018.

There are seven (7) courtrooms with ceiling mounted video projectors with multiple source inputs, twenty (20) courtrooms with sound systems and Assisted Listening devices of varying age and models.

The Courts have two (2) Jury Assembly areas that are equipped with two (2) digital displays, video projectors with multiple source inputs.

To keep pace with changing technologies and the needs of the court it is the Courts intent to replace one (1) or more of the existing systems and establish a replacement cycle depending on the Court's budget allowances.

The Circuit Court currently has three (3) locations with courtrooms:

- 415 East 12th Street, Kansas City, MO 64106
- 308 West Kansas, Independence, MO 64050
- Criminal Justice Building, 1315 Locust, KC, MO 64106

2.0 Scope of Services:

Vendor to provide and install the equipment as requested by the Circuit Court of Jackson County. The contractor will furnish all trained personnel, parts, equipment, test equipment, and tools required to complete this job, Circuit Court will not furnish ladders, lifts or any other tools and equipment.

Vendor must have trained service technicians who can provide service calls as early as 7:00 AM.

Project will include, but is not limited to the following listed items:

- 2.1 Provide thorough staff training and two (2) copies of training operational manuals for replacement systems or as needed for updated equipment.
- 2.2 Provide and install grommets & control panels in bench tops.
- 2.3 Provide and install wires and chases, all wires to be labeled.
All chases must be the shortest and most inconspicuous as possible and match closely the color of the surface affixed to. **Path and colors must be approved by Circuit Court prior to installation.**
- 2.5 Test system and ensure system is working properly to the satisfaction of the Court.
- 2.6 Provide Frequency Mapping, the existing frequency is complicated. The courthouses have many wireless devices that will require frequency management and engineering to ensure all wireless devices function properly together. Provide copy of all Court mapping to Circuit Court.

- 2.7 Provide software as required for operation of system.
- 2.8 Provide complete service and repair of all components of system during the warranty.
- 2.9 After warranty is expired vendor to bill maintenance cost at the proposed vendor price
- 2.10 System installed must be expandable to incorporate EXTRON video equipment at a later date.
- 2.11 All equipment must be new, out of the box, never been used before.
- 2.12 Time and Material: Full maintenance and repair service for all existing audio/video requests of the Circuit Court. Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract.
- 2.13 Increase of service costs may be adjusted to reflect changes in market and Prevailing wage fluctuations. Proper documentation of increased costs must be authorized by Circuit Court and changes must be mutually agreed upon by the Court and the Vendor.
- 2.14 If vendor is placing defective or replacing equipment it is the responsibility of the vendor to remove existing equipment, provide an inventory list to Purchasing which includes the serial number for all components in Excel Format. Deliver the equipment to 15th floor storage or other areas within the Court as requested by the Purchasing.
- 2.15 It will be the vendor's responsibility to note any missing items and to ensure system works as a whole as approved by the Circuit Court. All new systems must be turnkey and fully tested. Vendor will be responsible for responsible for all miscellaneous cabling, fittings and all other items as needed for system installation.
- 2.16 All User ids and Passwords must be provided on all systems and components.
- 2.16 Paint and patch will not be required by the vendor of areas that equipment is removed.
- 2.17 Electric outlets will be provided by the Court as required and requested by the vendor.

3.0 System Overview:

Judge:

- 1. PZM (wired) Microphone at bench, leave enough cord to have the ability to slightly vary location.
- 2. Recessed Control Plate in Judge's bench top. Must have the ability to:
 - a. Mute all/white noise
 - b. Mute individual
 - c. Program groups
 - d. Volume Control Per Channel
 - e. Master on/off switch for Control Rack
- 3. Speaker at bench with volume control – no larger than 8"x 6"

Court Reporter:

- 1. Speaker with Volume Control – No Larger than 8"x6"
- 2. 1/8 mini jack for Headset, Volume Control
- 3. Pre-mute – Capability to Reporter's ear phones

4. Headset – Over The head or over the ears (Division preference), replaceable ear pads
5. Vendor will be responsible to consult with each Division Court Reporter for audio requirements and to ensure compatibility with the Court Reporter's software and hardware as well as Swing Reporter.

Courtroom:

1. Middle Atlantic or Equal Rack with Minuteman or equal surge protector, install in Judge's Chambers Closet (or courtroom, Division choice) – Open Front
2. 8 input Mixer – must be labeled
3. Amplifier DSP Bi amp – QSC or equal
4. 2 suspended choir Microphone's over the Gallery and one over Jury box – Bosch, DPA or equal
5. Ceiling Speakers – entire courtroom including jury box - Sound Tube CM5001-WH or Equal
6. Presentation Plate = ProCo/AVP-1P –Audio Input w 1/8 mini plug and RCA jacks, right and left share same volume control on plate, installed on front of bench.
7. Line out, Balanced XLR jack feed for media crews, installed in wall by double courtroom entrance doors

Miscellaneous:

1. 18" Goose Neck, Shock Mounted (for Witness Stand) Shure Audix Boom Mic, Acoustic Magic or Equal
2. Hearing Assisted device With 2 receivers – ListenTech/LS-03_072 or equal
3. 12' ft RCA Jack Cord
4. 12' 1/8 mini jack cord
5. 3 or more digital Shure wireless receivers with Lavalier or Equal
6. Provide new updated equipment as required and requested within the established perimeters that are needed to sustain changing technology while meeting the needs of the Circuit Court's clientele and employees.

4.0 Equipment listing:

For maintenance evaluations listed below are parts and equipment used in existing systems. This list is not all inclusive.

Amt	Unit	Manufacturer	Model	Description
1.00	EA	BIAMP	AUDIOFLEX NC	Dsp Frame
4.00	EA	BIAMP	AEC-2HD	Aec Card
Amt	Unit	Manufacturer	Model	Description
1.00	EA	BiAMP	AudiaEXPI-4	4-Input Card
4.00	EA	BIAMP	OP-2E	Output Card
1.00	EA	BIAMP	TI-2	Conf Card
2.00	EA	BIAMP	PA-2	Amp Card
2.00	EA	BIAMP	VOL/SEL 8	Volume Control
4.00	EA	BOSCH	RE-2PRO	Wireless Receiver
2.00	EA	BOSCH	RM-D	Rack Mt. Kit
3.00	EA	BOSCH	WTU-2	Beltpack
1.00	EA	BOSCH	PC DESKTOP 18	Gooseneck Mic

2.00	EA	BOSCH	PC BOUNDARY	Boundary Mic (Podium, Sidebar)
1.00	EA	BOSCH	PC Boundary SAT	Wireless Boundary Mic
2.00	EA	BOSCH	RE92TX	Lapel
1.00	EA	PROCO	AVP-1P	A/V Bench Interface Plate
1.00	EA		Custom	Press Output Feed
5.00	EA	SOUNDTUBE	CM500I-WH	5.25 Ceiling Speaker
1.00	EA	SOUNDTUBE	SA202-RDT	Amp
1.00	EA	LISTENTECH	LS-03-072	Fm Hearing Assistance Pkg.
1.00	EA	MIDDLE ATLANTIC	ERK-3525	Rack
1.00	EA	MIDDLE ATLANTIC	LVFD-35	Vented Door
1.00	Lot			Mic Cable as required
1.00	Lot			Speaker Cable as required

COURT REPORTER TURRET

2.00	EA	RDL	ST-PA6	
2.00	EA	RDL	ST-SH2	
1.00	EA	RDL	SR-4	
1.00	EA	RDL	SR-TB10	
5.00	EA	RDL	AMS-10KA	
2.00	EA	RDL	PS-24K	
1.00	Lot		Misc.	Turret materials, boxes, switches, connectors, etc.

VORDAIER ADDITIONAL MIC's

2.00	EA	BIAMP	AEC-2HD	Aec Input Card
3.00	EA	BOSCH	RE92H	Hanging Mic
1.00	EA	Minuteman	ED1000RM2UMIN	UPS

5.0 Removal of Existing Equipmen:

All existing sound equipment including speakers that are being replaced must be removed, inventoried and transported to 15th floor storage, unless Circuit Court directs otherwise. No paint, stain or patch is required.

6.0 Installation Time:

Vendor will have no more than three (3) consecutive working days for major system updates. Installs will be scheduled at the convenience of the Courts.

7.0 Service and Repairs:

- 7.1 Vendor must have certified local technicians licensed in providing service to all component of the system referenced in this bid or new equipment.
- 7.2 Vendor must respond and repair within twenty-four (24) hours of request for normal non-emergency service calls.
- 7.3 Emergency service calls (if Court is in session or trial) must respond on site or by telephone within two (2) hours.

8.0 Location of Services:

8.1 Circuit Court of Jackson County
415 East 12th Street
Kansas City, MO 64106

8.2 Jackson County Annex Building
308 West Kansas
Independence, Mo 64050

8.3 Criminal Justice Building
1315 Locust
Kansas City, MO 64106

9.0 Performance Bond:

The successful contractor will be required to submit to the Purchasing Department a Performance bond for one hundred percent (100%) of the total contract award amount within ten (10) business days after receiving Notification of award of any installation over \$25,000. The bond must be in the form of a bond acceptable to the Purchasing Department of Jackson County, Missouri, executed by a surety company authorized to do business in the State of Missouri and listed in the Federal Register. Bonds must be received by the Circuit Court Purchasing Department prior to the commencement of any work on the project.

PART II **CONTRACTOR'S RESPONSIBILITIES**

10.0 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 25, Section 048, Incremental Increase Page dated: June 2018 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.

10.1 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.

10.2 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.

11.0 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).

12.0 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.

- 12.1 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.
- 12.2 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).
- 13.0 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.
- 13.1 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)]
- 13.2 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.
- 14.0 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.
- 15.0 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.
- 15.1 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.

15.2. 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.

16.0 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 IFB 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.

17.0 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.

17.1 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).

18.0 Applicable Laws:

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

18.1 "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."

18.2 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.

19.0 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	\$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
E.	
4. Business Automobile Liability	\$1,000,000.00

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

21.0 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."

21.1 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.

21.2 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.

22.0 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.

- 22.1 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.
- 22.2 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.

23.0 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.

24.0 Vendor's Employees on Site:

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

- 24.1 On site workers must speak English or have an interpreter on site at all times.
- 24.2 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.
- 24.3 The contractor MUST provide qualified personnel that have been manufactured trained and certified for all components of the AV systems.
All workmanship shall meet or exceed the current industry standards. The contractor shall familiarize himself/herself and perform work in a professional manner, so as to coincide with each building system.
- 24.4 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.

25.0 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.

- 25.1 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.

26.0 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 must be for at least a period of one (1) 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.

26.1 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.

26.2 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.

26.3 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.

26.4 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.

27.0 Ambiguity, Conflict, or Other Errors in IFB:

If a proposer discovers any ambiguity, conflict, discrepancy omission or other error in the IFB, 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 IFB from Circuit Court's Purchasing Department. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the IFB prior to submitting the proposal or it shall be deemed waived.

27.1 **Implied Requirements:** Products and services that are not specifically requested in this IFB, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.

28.0 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.

28.1 Contractor MUST have at least five years of experience in the commercial industry. **Including Courtroom AV systems.** 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.

28.2 A Vendor shall provide documentation of license and commercial experience for **journeymen** and apprentices when requested by Circuit Court.

- 28.3 Contractor shall warrant that all persons assigned by it to the performance to this contract shall be employees of the Contractor (or specified subcontractor) and shall be fully qualified to perform the work required, including technicians certified with BIAMP and Bosch as well any other manufactures of equipment and parts used on site. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract. Failure of the Contractor to provide qualified staffing at the level required by the bid specifications may result in termination of this contract and/or damages.
- 29.0 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.
- 30.0 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.
- 30.1 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.
- 30.2 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.
- 30.3 Ownership of all material and documentation originated and prepared pursuant to the IFB 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.
- 31.0 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.
- 32.0 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.
- 33.0 Dust Barrier:
If requested, Contractor must provide and install dust barriers and cover all ceiling and wall vents to contain dust and dirt.
- 34.0 Noise and Odors:
All jobs/tasks that will involve excessive noise (hammering, drilling, grinding etc) or strong odors (glues, grinding etc) vendor must notify Court Purchasing 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.

- 35.0 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.
- 35.1 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.
- 35.2 Use caution when working on the Court's tables, counters and all other surfaces. Use protective material such as a blanket, cardboard, etc. Any damage will be the responsibility of the AV Contractor.
- 36.0 Clean Up:
The Contractor(s) shall at all times keep the site neat and orderly keeping the property free from rubbish and debris. It is the responsibility of the vendor to legally and properly dispose of all debris.
- 36.1 Vendor shall at the end of each day, clean all areas of scrap materials, vacuum dirt, dust and debris generated in performance of the service at the time the service is provided and lawfully dispose of.
- 36.2 For services located above the ceiling line and above a work area, the vendor shall cover the furnishings and floor area located below the equipment prior to commencing work.
- 36.3 Vendor must not use Court dumpsters, trash cans or any other Court property without prior authorization by the Circuit Court.
- 36.4 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.
- 36.5 Circuit Court representative shall approve the removal of all mechanical, electrical parts.
- 37.0 Utilities and Services:
Any shutdown of utilities and or services must be approved and scheduled with Circuit Court Purchasing.
- 38.0 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.
- 38.1 Vendor shall make prior arrangements with Court Purchasing for access to the building for performance of the service.
- 38.2 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.
- 39.0 Waiver of Subrogation:
The Circuit Court will not be liable for any damages to the contractor's equipment, supplies and materials caused by casualty, and it being understood that the contractor shall look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation right against the 16th Circuit Court of Jackson County, Missouri or Jackson County, Missouri.
- 40.0 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.

40.1 Vendor shall report immediately to Circuit Courts representative the existence of unsafe condition (s), which will compromise the performance of the service.

41.0 Final Inspection & Approval:

Upon completion of project Contractor will request a Circuit Court Purchasing Agent 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 Agent's final inspection and written approval.

PART III TERMS AND CONDITIONS

42.0 GENERAL CONDITIONS:

- 42.1 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.
- 42.2 The original bid response and all copies shall be signed by a corporate officer, partner, proprietor or owner.
- 42.3 The Circuit Court will not be responsible for articles or services furnished without a Purchase Order or Change Order if original order is altered.
- 42.4 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.
- 42.5 All invoices and correspondence shall show number of Purchase Order and the work order number. All invoices shall contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.
- 42.6 Contractor agrees to defend, protect, and hold the Circuit Court harmless from any claims and Actions arising out of patent infringement.
- 42.7 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.
- 42.8 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.

42.9 Do not include taxes in labor rates or costs quoted. The Circuit Court of Jackson County Missouri is exempt from Federal transportation and state sales tax Sec. 39(10), Article 3 of Missouri Constitution of July 1, 1946. Circuit Court will provide tax certificates upon request of the awarded vendor.

43.0 Missouri Project Letter of Exemption:

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

43.1 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.

43.2 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.

44.0 Exceptions:

Any desired exceptions to the Terms and Conditions of the IFB 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.

45.0 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.

45.1 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.

46.0 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:

46.1 In the opinion of Circuit Court, the contractor fails to perform adequately the services required in the contract;

46.2 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;

46.3 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.

- 46.4 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.
- 46.5 In the event the contractor does not cure such failure, Circuit Court may terminate the contractual agreement resulting from this IFB 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.
- 46.6 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.
- 47.0 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.
- 48.0 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.
- 48.1 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.
- 49.0 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.
- 50.0 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.
- 51.0 Offeror's Rights:
All materials submitted in response to this IFB 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.
- 52.0 Offer and Acceptance Period:
Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

53.0 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.

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

54.0 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 to the written protest within fourteen (14) DAYS OF ITS RECEIPT. The Director of Court Services decision relative to the protest shall be final and no further appeals will be recognized.

Upon receipt of 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 which 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.

55.0 Contract:

A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (offer) to the IFB, (3) clarification of the proposal, if any, and (4) the Court's acceptance of the IFB by "notice of award" or by "purchase order". All attachments included in the IFB shall be incorporated into contract by reference and the subsequent contract shall be titled Electrical Services & Repairs and be assigned Contract Number 2353-19-25

55.1 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.

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

55.3 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.

56.0 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 to keep pace with changing technology or requirements of the Court are permissible with proof of pricing.

57.0 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.

58.0 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.

59.0 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.

60.0 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.

61.0 Travel Time:

Included in the labor rates shall be travel means (truck and gas) and any and all equipment and tolls required. The contractor shall not charge Circuit Court for travel time to and from the work site or workers' lunch breaks. Circuit Court shall pay only for actual work time on the job.

61.1 The Contractor shall come prepared to the job site with the correct materials and parts needed for the work. If the Contractor finds that he needs a part or material not anticipated in the original scope of work, they may use work time to go to the closest supply house to pick up that part or material. Only a maximum of one (1) man hour can be charged per day for such activity, if approved by the Circuit Court on that day.

61.2 The contractor will furnish all personnel, parts, test equipment, and tools required to complete repairs and/or services on an "as-needed" basis. Contractor shall not perform non-emergency work, including purchasing materials, for a given job without a written estimate and obtaining approval from the designated Court representatives. Repair/Replacement estimates shall be included in this contract at no additional charge. The Court reserves the right to determine if repairs and/or work shall proceed and to evoke the option to bid out projects considered new work or major repairs over \$10,000.00

62.0 Work Orders/Releases:

All work orders are subject to the terms and conditions of this bid, which shall become an integral part of the Agreement. In the event of a conflict between a Work Order and the Agreement, the Agreement shall have precedence. The Court will request "Not to Exceed" estimate of the work to be performed. Each written request for an estimate shall set forth the work to be accomplished, time within which to complete, and if available shall include the materials required, and applicable specifications and/or drawings to be followed. The successful Contractor shall provide a written "Not To Exceed" estimate as follows:

- 62.1 Name of Department or Division, location and description of the Project (one project per estimate).
- 62.2 Estimated Time in Hours X hourly rate set forth in the bid for applicable labor type = total Labor Cost.
- 62.3 If the job is an emergency and it requires overtime, estimate must note this.
- 62.4 Itemized materials X Cost = Total Materials

- 62.5 Total Labor + Total Materials = Total Project Cost
- 62.6 State a beginning and ending date for the job.
- 62.7 In the event that there is a change in the scope of the estimate, all changes will reduce to writing.

63.0 Contractor Accountability:

The contractor shall notify the designated Court representatives of arrival to the specified facility and departure thereof.

Actual travel time to and from the job work location is not reimbursable under the purchase order. Travel cost shall be included in the hourly rate for the labor.

Technicians shall ensure that the authorized Court representative logs the start and completion time on the service ticket for services performed. Technicians shall provide the following on the service ticket.

63.1 Building address

63.2 Floor with Department or Division

63.3 Name of Technicians performing the work and their title (journeyman, foreman etc.)

63.4 Description of service performed.

63.5 Time in and Time out.

64.0 Billing:

The Contractor must submit invoice(s), with attached certified copies of payroll and the Prevailing Wage Compliance Affidavit to the Purchasing Department for approval of payment. Invoices without the correct prevailing wage documents attached will be returned to the vendor. 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.

Payment terms are net 30 days after approval of the invoice and all prevailing wage requirements are met. No late payment fees shall apply. The invoice shall be addressed to the Circuit Court of Jackson County, but mailed to Purchasing Department, Room 8M East, Kansas City, MO. 64106 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.

65.1 Invoices:

Invoices with attached prevailing wage documents must be mailed to:

Jackson County Circuit Court
415 East 12th Street
Purchasing Room 8 M East
Attention: Terry Shepard
Kansas City, Missouri 64106

65.2 Circuit Court will only send payment to one designated remit to address.

65.3 Vendor must provide the specific contact name of our assigned representative, number and title for all invoice and payment questions.

65.4 Statements must include the specific invoice number and amount.

65.5 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.

65.6 Late Fees: There shall be no late fees.

65.7 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.

66.0 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. When providing services vendor may park for short periods of time at the dock (depending on time of service and availability).

67.0 Questions:

All technical questions pertaining to this IFB and/or provided services shall be in a written form and submitted to Terry Shepard by e-mail (tshepard@courts.mo.gov). **Telephone inquiries of a technical nature will not be accepted.** Proposers should clearly understand that the only official answer, or position, of the Court will be that which is stated in writing.

68.0 Response Format:

68.1 Submit the Bid Response Pricing Page "Attachment A"

68.2 Submit the Pricing Page "Attachment B"

68.3 Submit the Pricing Agreement "Attachment C"

68.4 Submit the subcontractor Information/ Prior Experience "Page "Attachment D"

68.5 Submit the Cooperative Procurement "Page "Attachment E".

68.6 Submit the Escalation/De-escalation Page "Attachment E"

68.7 Contractor Information and Signature Page "Attachment F"

69.0 Instructions for Submittal:

Bid response must be received by 2:00 PM CST on May 1, 2019

69.1 Bid responses may be submitted as listed below:

- Mailed or delivered to the purchasing office at:
- Electronic transmitted responses will not be accepted
- 415 East 12th Street, Room 8M East
- Kansas City, Missouri 64106.

The envelope must be sealed and the IFB Number must be clearly marked on the outside of the envelope. IFB Number: 2353-19-25

69.2 **Return only pages 23 to 29 of Part III of this Invitation for Bid**

69.3 **Faxed or e-mailed bid responses will not be accepted.**

70.0 Schedule of Events:

The schedule of events, relative to this IFB shall be as follows:

<u>Event:</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	April 04, 2019
2. Pre-bid Kansas City	April 10, 2019
3. Last Day for Written Questions	April 16, 2019
5. Issuance Response to Written Questions	April 17, 2019

- | | | |
|----|----------------|--------------|
| 6. | Bid Due | May 01, 2019 |
| 7. | Award Contract | May 03, 2019 |

Circuit Court reserves the right to alter scheduled dates as required.

Vendor's Check List:

- _____ Submit the Bid Response Pricing Page "Attachment A"
- _____ Submit the Pricing Agreement Page "Attachment B"
- _____ Submit the Subcontractor/Prior Experience Information "Page "Attachment C"
- _____ Submit the Cooperative Procurement/ Escalation/De-escalation "Page" Attachment " D".
- _____ Contractor Information "Page Attachment E"
- _____ Affidavit "Page Attachment F"

Continued Next Page

PART III:

BID RESPONSE

Pricing Page "A"

The bid responses below will have the following weight scale for award criteria.

Equipment percentage mark up: 50%

Labor for new installation: 30%

Hourly rate and trip charge for warranty work: 5%

Hourly rate and trip charge for non-warranty: 15%

<p>This is a three (3) year contract with possible three (3) one (1) year renewable option which if agreed upon pricing will remain the same as the below statements.</p> <p>For the term of the contract Material Markup is fixed. No changes will be allowed. For the first (1st) year all labor pricing is fixed. After the first (1st) year Prevailing Wage escalation clause and equipment escalation clause will be permitted with proof of changes. Proof of increased costs must be submitted in writing to Circuit Court. Upgrades in equipment to keep pace with changing technology or requirements of the Court are permissible with proof of pricing. This contract has three (3) one (1) year renewable option which if agreed upon pricing will remain the same as the above statements. In the past the best availability to provide repair services in the courtroom is 7:00 AM to 8:30 AM</p>		
<p>During Warranty Maintenance Coverage Vendor must state all charges and costs including trip charges or other unidentified charges that vendor may request.</p>	<p>Company Regular Normal Working hours Hourly Rate: \$</p> <p>Trip Charge: \$</p>	<p>Company Overtime Rate: \$</p> <p>Company Holiday Rate: \$</p>
<p>Non Warranty Full Maintenance, repair and trouble shooting service calls for all existing audio/video equipment and systems of the Circuit Court Vendor must state all charges including trip charges or other unidentified charges that vendor may request. Contractor MUST provide their material invoice to support the charge for the percentage markup.</p>	<p>Company Regular Normal Working hours Hourly Rate: \$</p> <p>Trip Charge: \$</p>	<p>Company Overtime Rate: \$</p> <p>Company Holiday Rate: \$</p> <p>Comments or other listed charges:</p>
<p>Material for non-covered maintenance and new installations: Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract.</p>	<p>Percentage Markup above Contractor's material cost: _____ %</p>	<p>Comments</p>

Continuation of Pricing Page "A"		
<p>New Installations labor: Vendor must be all inclusive, including but not limited to: Implementation i.e. drawings, lifts, bonding, insurance, engineering, programming etc. Contractor MUST provide their material invoice to support the charge for the percentage markup. NOTE: the percentage markup above contractor's material cost shall remain fixed for the duration of the contract.</p>	<p>Company Regular Normal Working hours Hourly Rate: \$</p>	<p>Company Overtime Rate: \$</p> <p>Company Holiday Rate: \$</p>
Do you have local technicians licensed in providing service to all components of the systems in this project?	Yes	No
Have your employees that will be assigned to this job completed the 10 hour Occupational safety and Health Administration (OSHA) construction safety and health program?	Yes	No
Will your company plan on requesting a wage subsidy, bid supplement or rebate for any worker being paid under this contract as defined in Regulations, part 3 (290.095 RSMo)	Yes	No
Will vendor be capable of completing major Division installation within 3 consecutive days	Yes	No
Are you a Transient Employer as defined in section 285.230, RSMO?	Yes	No
Do you have trained staff who can perform service calls as early as 7:00 AM	Yes	NO

Authorized Signatures

Company: _____

Authorized Signature: _____

Date: _____

Phone Number: _____

PRICING AGREEMENT - Attachment "B"

AGREEMENT: Bidder certifies that he/she has read, 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 _____, _____, _____.

Company Name Federal Tax Number or
FEIN

Mailing Address for Purchase Orders Payment Remittance Address

City State Zip Code City State
Zip Code

Company Phone Number Company Fax Number DUNS Number

Signature of Person Authorized to Contract Date

Printed Name Title

Project Contact: _____
Print Name

Phone Number _____ E-Mail Address _____

SUBCONTRACTOR INFORMATION - Attachment "C"

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: _____

Street Address: _____

City/State/Zip: _____

2) Company Name: _____

Street Address: _____

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, which must include Courtroom Services. **(If you are a current vendor of the Circuit Court providing courtroom services, you do not need to complete this section, please mark "CURRENT VENDOR")**.

1. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name & e-mail: _____

Telephone Number: _____

2. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name & e-mail: _____

Telephone Number: _____

3. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name & e-mail: _____

Telephone Number: _____

Company Name

Authorized Signature

COOPERATIVE PROCUREMENT – Attachment “D”

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 County assumes no authority, liability or obligation, on behalf of any other public or no-public 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 Initials _____

This does not affect the award.

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. A fuel surcharge will be taken into consideration of escalation costs. 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

CONTRACTOR INFORMATION and SIGNATURE PAGE Attachment "E"

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
FEIN

Federal Tax Number or

Mailing Address

City State Zip Code

Payment Mailing Address

City State Zip Code

Printed Name Title of Representative

Authorized Signature Date

Company Phone Number Company Fax 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.

AFFIDAVIT PAGE- Attachment "F"

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 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: _____