



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE

415 East 12th Street
Kansas City, MO 64106

201 West Lexington, 2nd Floor
Independence, MO 64050

March 15, 2024 – March 21, 2024

3-15-2024 Friday

NO MEETINGS –

3-18-2024 Monday

NO ANTI-CRIME, DIVERSITY, EQUITY, & INCLUSION,
HOUSING & HOMELESSNESS, INTER-GOVERNMENTAL
AFFAIRS, PUBLIC WORKS, RULES, VETERANS, OR 911
OVERSIGHT COMMITTEE MEETINGS

10:30 A.M.

Health & Environment Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

The Health & Environment Committee will have a public
hearing.

2:05 P.M.

Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

2:10 P.M.

Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

2:30 P.M.

Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

2:40 P.M.

Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

3:00 P.M.

LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

3-19-2024 Tuesday	NO MEETINGS –
3-20-2024 Wednesday	NO MEETINGS –
3-21-2024 Thursday	NO MEETINGS –

Persons with disabilities wishing to participate in the above meetings and who require reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hours' notice is required. To put information on the Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twenty-four-month term and supply contracts, with one twelve-month option to extend, for the furnishing of towing services for use by various County departments to Brad's Towing & Recovery, LLC of Smithville, MO, E.W. Transport of Kansas City, MO, Independence Specialty Towing, LLC of Independence, MO, Lazer-Pipes Services, Inc. of Grandview, MO, and Santa Fe Tow of Blue Springs, MO, under the terms and conditions of Invitation to Bid No. 23-085.

RESOLUTION NO. 21580, March 18, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 23-085, for the furnishing of towing services for use by various County departments; and,

WHEREAS, a total of twenty-two notifications were distributed and six responses were received and evaluated from the following:

BIDDER

Lazer-Pipes Services, Inc.
Grandview, MO

Fleming Auto Center, Inc., d/b/a
Jackson County Tow Service
Blue Springs, MO

Brad's Towing & Recovery, LLC
Smithville, MO

E.W. Transport
Kansas City (Jackson County), MO

Independence Specialty Towing LLC
Independence, MO

Santa Fe Tow
Blue Springs, MO

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of twenty-four-month term and supply contracts, with one twelve-month option to extend, to Brad's Towing & Recovery, LLC of Smithville, MO; E.W. Transport of Kansas City, MO; Independence Specialty Towing, LLC of Independence, MO; Lazer-Pipes Services, Inc. of Grandview, MO; and Santa Fe Tow of Blue Springs, MO, as the lowest and best bidders; and,

WHEREAS, a split award is requested to give the County flexibility and convenience to obtain needed services at all County locations; and,

WHEREAS, this award is made on an as-needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation, which is estimated for 2024 to be \$75,000.00; now therefore,

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

BE IT FURTHER RESOLVED that the Director is authorized to make all payments, including final payment on the contracts and any extensions thereto, to the extent that sufficient appropriations to the using spending agencies are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Mar 13, 2024 16:29 CDT)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21580 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____


Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation, which is estimated for 2024 to be \$75,000.00.

03/14/2024
Date


Sylvya Stevenson (Mar 14, 2024 08:34 CDT)
Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/04/2024 **SPONSOR:** Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 21580 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: John Konon **PHONE:** 816-881-3292

EMAIL: jkonon@jacksongov.org

DEPARTMENT: Finance

TITLE: Buyer

SUMMARY:

The Public Works, Parks + Rec, and Sheriff's Department all require a Term and Supply Contract for the furnishing of Towing Services for County-Owned Vehicles and/or Equipment. The Purchasing Department Issued ITB 23-085 in response to those requirements. A total of (97) notifications were distributed, there were (22) document takers and (6) responses received with (5) being evaluated as (1) bid submission was rejected as the Good Faith Effort to meet Participation Goals was denied by the Compliance Office. The Bonfire Executive Summary, the Bidders Quotation Sheets and the using departments Recommendation Memos are attached. A single vendor does not accommodate every towing need for the different types of equipment the County has. Having multiple vendors will allow for timely towing services for selected equipment during an inclement weather event or an emergency situation. These five vendors represent the lowest and best bids for listed equipment allowing the departments to select the lowest price for the necessary service.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and +

FINANCIAL IMPACT: NO

YES

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: AWARD A CONTRACT

ATTACHMENT(S):



Jackson County Public Works Department

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

MEMORANDUM

TO: John Konon, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: January 30, 2024

SUBJECT: Recommendation for Vendors: Santa Fe Tow, Lazer-Pipes Services, and EW Transport LLC.

Please consider bid No. 23-085 Towing Services be split and awarded to Santa Fe Tow, Lazer-Pipes Services, and EW Transport LLC.

One single vendor does not accommodate every towing need for Jackson County and the different types of equipment that we have. One vendor may have a cheaper price than the other for certain jobs. Also, during inclement weather and in emergency situations there are many times that one vendor cannot accommodate while another one can. In addition, these vendors have previous experience working with Jackson County Equipment and are located within close proximity here in the KC Metro area as well.

It is estimated that Road & Bridge Public Works could spend approximately \$50,000.00[✓] annually between these 3 vendors.

For the reasons above, it has been requested that bid No. 23-085 Towing Services be split and awarded to Santa Fe Tow, Lazer-Pipes Services, and EW Transport LLC.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: John Konon, Buyer, Purchasing Department
FROM: John Johnson, Superintendent, Park Operations
DATE: January 26, 2024
SUBJECT: Recommendation - Bid No. 23-085 **Tow Service**

After reviewing the five submitted bids, Parks recommends splitting the award between four companies, EW Transport, Santa Fe Tow, Brad's Towing and Lazer-Pipes.

These four companies were low bid for selected lines. This will help the Department maximize savings. All four recommended companies are capable of performing service for all requested size vehicles/equipment.

Additionally, having multiple providers will allow Parks to get the quickest possible service, e.g. during high need times such as winter storms/icy road conditions.

Parks has worked with both companies in the past and the quality and level of service were good.

Parks + Rec projected usage for the next twelve months is \$16,000. ✓

Please advise if you have questions or need additional information.

Thank you.



Frank White, Jr., County Executive



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

TO: Purchasing Department
FROM: Sgt. John Payne
RE: Recommendation Memo 23-085 – Towing Services
Date: January 30, 2024

The Sheriff's Office has an ongoing need for vendors to provide towing services. We have reviewed the bids submitted by Brads Towing & Recovery, EW Transport, Independence Specialty Towing, Lazer-Pipes Services and Santa Fe Tow. We recommend awarding a split contract to the following entities as their pricing and services will meet our array of needs:

- Independence Specialty Tow
- Lazer-Pipes Services
- Santa Fe Tow

The Sheriff's Office will spend approximately \$8,000 annually using this contract.



23-085 - Towing Services

Project Overview

Project Details	
Reference ID	23-085
Project Name	Towing Services
Project Owner	John Konon
Project Type	ITB
Department	Various Departments
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking a Twenty (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Towing Services for County-Owned Vehicles and/or Equipment for use by Various County Departments
Open Date	Dec 12, 2023 2:00 PM CST
Intent to Bid Due	Jan 16, 2024 12:00 PM CST
Close Date	Jan 16, 2024 2:00 PM CST

Highest Scoring Supplier	Score
EW Transport LLC	87.33 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Acknowledged Receipt of Addenda	Jan 16, 2024 2:11 PM CST	John Konon
Affidavit	Jan 16, 2024 2:11 PM CST	John Konon
Bidders Quotation Sheet	Jan 16, 2024 2:11 PM CST	John Konon
Certificate of Compliance	Jan 16, 2024 2:11 PM CST	John Konon
Dedicated Email Addresses (per section 4.5 – on Company Letterhead)	Jan 16, 2024 2:11 PM CST	John Konon
Exhibit F – Bidders Exceptions	Jan 16, 2024 2:11 PM CST	John Konon
Greater KC Metro Area Information Memo (per section 3.0 - on Company Letterhead)	Jan 16, 2024 2:11 PM CST	John Konon
Statement of Contractors Qualifications	Jan 16, 2024 2:11 PM CST	John Konon
Term and supply Contract Page	Jan 16, 2024 2:11 PM CST	John Konon
Attachment C – MBE/WBE/VBE Participation Affidavit	Jan 16, 2024 2:11 PM CST	John Konon



Scoring Summary

Active Submissions

	Total	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Affidavit	A-3 - Certificate of Compliance
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
EW Transport LLC	87.33 pts	0 pts	Pass	Pass	Pass
SantaFeTow	86 pts	0 pts	Pass	Pass	Pass
Brad's Towing & Recovery	84.33 pts	0 pts	Pass	Pass	Pass
Independence Specialty Towing LLC	79.33 pts	0 pts	Pass	Pass	Pass
Lazer-Pipes Services, Inc.	74.67 pts	0 pts	Pass	Pass	Pass



	A-4 - Statement of Contractors Qualifications	A-5 - Acknowledgment of Receipt of Addenda	A-6 - Greater Kansas City Metropolitan Area Information Memo (on Company Letterhead)	A-7 - Bidders Quotation Sheet	A-8 - Exhibit F - Bidders Exceptions
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
EW Transport LLC	Pass	Pass	Pass	Pass	Pass
SantaFeTow	Pass	Pass	Pass	Pass	Pass
Brad's Towing & Recovery	Pass	Pass	Pass	Pass	Pass
Independence Specialty Towing LLC	Pass	Pass	Pass	Pass	Pass
Lazer-Pipes Services, Inc.	Pass	Pass	Pass	Pass	Pass



	A-9 - Dedicated Email Addresses (per section 4.5 – on Company Letterhead)	A-10 - Attachment C – MBE/WBE/VBE Participation Affidavit	B - Department Evaluation	B-1 - Bidders Quotation Sheet	B-2 - Statement of Contractors Qualifications
Supplier	Pass/Fail	Pass/Fail	/ 100 pts	/ 50 pts	/ 25 pts
EW Transport LLC	Pass	Pass	87.33 pts	41.67 pts	20.67 pts
SantaFeTow	Pass	Pass	86 pts	40 pts	21.67 pts
Brad's Towing & Recovery	Pass	Pass	84.33 pts	41.67 pts	18.33 pts
Independence Specialty Towing LLC	Pass	Pass	79.33 pts	40 pts	15.33 pts
Lazer-Pipes Services, Inc.	Pass	Pass	74.67 pts	28.33 pts	23.33 pts



	B-3 - Bidders Exceptions	B-4 - Attachment C - MBE WBE VBE Participation Affidavit
Supplier	/ 15 pts	/ 10 pts
EW Transport LLC	15 pts	10 pts
SantaFeTow	15 pts	9.333 pts
Brad's Towing & Recovery	15 pts	9.333 pts
Independence Specialty Towing LLC	14 pts	10 pts
Lazer-Pipes Services, Inc.	13.33 pts	9.667 pts

Eliminated Submissions



	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Affidavit	A-3 - Certificate of Compliance	A-4 - Statement of Contractors Qualifications
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Fleming Auto Center Inc	0 pts	Pass	Pass	Pass	Pass

	A-5 - Acknowledgment of Receipt of Addenda	A-6 - Greater Kansas City Metropolitan Area Information Memo (on Company Letterhead)	A-7 - Bidders Quotation Sheet	A-8 - Exhibit F - Bidders Exceptions	A-9 - Dedicated Email Addresses (per section 4.5 – on Company Letterhead)
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Fleming Auto Center Inc	Pass	Pass	Pass	Pass	Pass



	A-10 - Attachment C – MBE/WBE/VBE Participation Affidavit	B - Department Evaluation	B-1 - Bidders Quotation Sheet	B-2 - Statement of Contractors Qualifications	B-3 - Bidders Exceptions
Supplier	Pass/Fail	/ 100 pts	/ 50 pts	/ 25 pts	/ 15 pts
Fleming Auto Center Inc	Fail	90 pts	45 pts	20 pts	15 pts

	B-4 - Attachment C - MBE WBE VBE Participation Affidavit
Supplier	/ 10 pts
Fleming Auto Center Inc	10 pts



Reason

Supplier	Disqualified by	Reason
Fleming Auto Center Inc	John Konon	did not meet compliance goals so they had to fill out a Good Faith Effort form - Compliance reviewed and did not accept

Brad's Towing & Recovery, LLC A

Bidders Quotation Sheet - Amended
Towing Services

Jackson County, Missouri Invitation to Bid No. 23-085

NO.	DESCRIPTION	UNIT	PRICE PER UNIT
1.	Towing and hook-up charge on auto and light trucks (0 – 8,800 lbs.)	Each	\$ 90
2.	Mileage charge on autos and light trucks (0 – 8,800 lbs.)	Mile	\$ 5
3.	Towing and hook-up charge on empty dump trucks (8,801 – 26,000 lbs.)	Each	\$ 175
4.	Mileage charge on empty dump trucks (8,801 – 26,000 lbs.)	Mile	\$ 6
5.	Towing and hook-up charge on loaded dump trucks (26,001 - ∞)	Each	\$ 275
6.	Mileage charge on loaded dump trucks (26,001 - ∞)	Mile	\$ 7
7.	Simple winching on autos and light trucks (0 – 8,800 lbs.)	Each	\$ 135
8.	Other winching and retrieving charges for autos and trucks (0 – 8,800 lbs.)	Each	\$ 250
9.	Retrieving charge for empty dump and tandem trucks (8,801 – 26,000 lbs.)	Each	\$ 300
10.	Retrieving charge for loaded dump and tandem trucks (26,001 - ∞)	Each	\$ 550
11.	Retrieving charge for motor grader or similar off-road equipment	Each	\$ 550
12.	Tire Change Service	Each	\$ 90
13.	Jump Start Service	Each	\$ 90
14.	Towing Abandoned Vehicle to tow lot/designated County lot	Each	\$ 150

Indicate Days of Operation (below)	Indicate Hours of Operation (below)
SUNDAY - SATURDAY 24/7 365 DAY	24 HOUR
List of Towing Equipment to be used on this Contract (below):	
SEE ATTACHED	
Indicate your company's minimum response time east of I-435 and west of I-435 (below):	
45 MINUTES	
Detail below any extra charges for work outside of your company's normal business hours and days of operation:	

Company Name: BRAD'S TOWING

B

**Bidders Quotation Sheet - Amended
Towing Services**

Jackson County, Missouri Invitation to Bid No. 23-085

NO.	DESCRIPTION	UNIT	PRICE PER UNIT
1.	Towing and hook-up charge on auto and light trucks (0 – 8,800 lbs.)	Each	\$ 100
2.	Mileage charge on autos and light trucks (0 – 8,800 lbs.)	Mile	\$ 3
3.	Towing and hook-up charge on empty dump trucks (8,801 – 26,000 lbs.)	Each	\$ 150
4.	Mileage charge on empty dump trucks (8,801 – 26,000 lbs.)	Mile	\$ 4
5.	Towing and hook-up charge on loaded dump trucks (26,001 - ∞)	Each	\$ 250
6.	Mileage charge on loaded dump trucks (26,001 - ∞)	Mile	\$ 5
7.	Simple winching on autos and light trucks (0 – 8,800 lbs.)	Each	\$ 85/HK
8.	Other winching and retrieving charges for autos and trucks (0 – 8,800 lbs.)	Each	\$ 95-125
9.	Retrieving charge for empty dump and tandem trucks (8,801 – 26,000 lbs.)	Each	\$ 175-450
10.	Retrieving charge for loaded dump and tandem trucks (26,001 - ∞)	Each	\$ 250-450
11.	Retrieving charge for motor grader or similar off-road equipment	Each	\$ 175/HK
12.	Tire Change Service	Each	\$ 100
13.	Jump Start Service	Each	\$ 100
14.	Towing Abandoned Vehicle to tow lot/designated County lot	Each	\$ 125

Indicate Days of Operation (below) 24/7 MONDAY-SUNDAY ALL HOURS	Indicate Hours of Operation (below) 24/7 ALL HOURS MONDAY - SUNDAY
List of Towing Equipment to be used on this Contract (below): 2019 RAM 5500 #1 2022 RAM 5500 #5 2022 DODGE 2500 #111 (Service Truck) 2022 RAM 5500 #2 2021 RAM 5500 #8 2021 INTERNATIONAL MV #3 2024 FREIGHTLINER M2 #10 (MEDIUM) 2020 PETERBILT 367 #4 2022 PETERBILT 369 #11 (HEAVY)	
Indicate your company's minimum response time east of I-435 and west of I-435 (below): 30 MIN	
Detail below any extra charges for work outside of your company's normal business hours and days of operation: NO EXTRA FEES. OPEN 24/7	

Company Name: EW TRANSPORT LLC

C

Bidders Quotation Sheet - Amended
Towing Services

Jackson County, Missouri Invitation to Bid No. 23-085

NO.	DESCRIPTION	UNIT	PRICE PER UNIT
1.	Towing and hook-up charge on auto and light trucks (0 – 8,800 lbs.)	Each	\$ 50. ⁰⁰
2.	Mileage charge on autos and light trucks (0 – 8,800 lbs.)	Mile	\$ 3. ⁰⁰
3.	Towing and hook-up charge on empty dump trucks (8,801 – 26,000 lbs.)	Each	\$ N/A
4.	Mileage charge on empty dump trucks (8,801 – 26,000 lbs.)	Mile	\$ N/A
5.	Towing and hook-up charge on loaded dump trucks (26,001 - ∞)	Each	\$ N/A
6.	Mileage charge on loaded dump trucks (26,001 - ∞)	Mile	\$ N/A
7.	Simple winching on autos and light trucks (0 – 8,800 lbs.)	Each	\$ 50. ⁰⁰
8.	Other winching and retrieving charges for autos and trucks (0 – 8,800 lbs.)	Each	\$ 85. ⁰⁰
9.	Retrieving charge for empty dump and tandem trucks (8,801 – 26,000 lbs.)	Each	\$ N/A
10.	Retrieving charge for loaded dump and tandem trucks (26,001 - ∞)	Each	\$ N/A
11.	Retrieving charge for motor grader or similar off-road equipment	Each	\$ 50. ⁰⁰
12.	Tire Change Service	Each	\$ 50. ⁰⁰
13.	Jump Start Service	Each	\$ 50. ⁰⁰
14.	Towing Abandoned Vehicle to tow lot/designated County lot	Each	\$ 75. ⁰⁰

Indicate Days of Operation (below)	Indicate Hours of Operation (below)
24/7/365	24/7/365

List of Towing Equipment to be used on this Contract (below):

2 light duty wheel lifts
8 light duty flatbeds

Indicate your company's minimum response time east of I-435 and west of I-435 (below):

East of I-435: 30 minutes
West of I-435: 30 minutes

Detail below any extra charges for work outside of your company's normal business hours and days of operation:

n/a, hours of operation 24/7/365 for towing + related services including dispatch + phone operation

*Standard office hours are Monday-Friday 8am-5pm, except major holidays

Company Name: Independence Specialty Tow

D

Bidders Quotation Sheet - Amended

Towing Services

Jackson County, Missouri Invitation to Bid No. 23-085

NO.	DESCRIPTION	UNIT	PRICE PER UNIT
1.	Towing and hook-up charge on auto and light trucks (0 – 8,800 lbs.)	Each	\$ 110.00
2.	Mileage charge on autos and light trucks (0 – 8,800 lbs.)	Mile	\$ 6.00
3.	Towing and hook-up charge on empty dump trucks (8,801 – 26,000 lbs.)	Each	\$ 250.00
4.	Mileage charge on empty dump trucks (8,801 – 26,000 lbs.)	Mile	\$ 7.00
5.	Towing and hook-up charge on loaded dump trucks (26,001 - ∞)	Each	\$ 300.00
6.	Mileage charge on loaded dump trucks (26,001 - ∞)	Mile	\$ 8.00
7.	Simple winching on autos and light trucks (0 – 8,800 lbs.)	Each	\$150 PER HOUR ***
8.	Other winching and retrieving charges for autos and trucks (0 – 8,800 lbs.)	Each	\$150 PER HOUR ***
9.	Retrieving charge for empty dump and tandem trucks (8,801 – 26,000 lbs.)	Each	\$300 PER HOUR ***
10.	Retrieving charge for loaded dump and tandem trucks (26,001 - ∞)	Each	\$350 PER HOUR ***
11.	Retrieving charge for motor grader or similar off-road equipment	Each	\$350 PER HOUR ***
12.	Tire Change Service	Each	\$ 125.00
13.	Jump Start Service	Each	\$ 100.00
14.	Towing Abandoned Vehicle to tow lot/designated County lot	Each	\$ 300.00 + COST OF DISPOSAL IF APPLICABLE

ALL HOURLY RATES ARE A 1 HOUR MINIMUM

Indicate Days of Operation (below)	Indicate Hours of Operation (below)
365 DAYS PER YEAR	24 HOURS PER DAY

List of Towing Equipment to be used on this Contract (below):

SEE ATTACHED - Page 3 of 3

Indicate your company's minimum response time east of I-435 and west of I-435 (below):

60 MINUTES OR LESS

Detail below any extra charges for work outside of your company's normal business hours and days of operation:

Company Name: LAZER-PIPES SERVICES, INC.

Santa Fe TOW

E

Bidders Quotation Sheet - Amended

Towing Services

Jackson County, Missouri Invitation to Bid No. 23-085

NO.	DESCRIPTION	UNIT	PRICE PER UNIT
1.	Towing and hook-up charge on auto and light trucks (0 - 8,800 lbs.)	Each	\$ 100 ⁰⁰
2.	Mileage charge on autos and light trucks (0 - 8,800 lbs.)	Mile	\$ 5 ⁰⁰
3.	Towing and hook-up charge on empty dump trucks (8,801 - 26,000 lbs.)	Each	\$ 150 ⁰⁰
4.	Mileage charge on empty dump trucks (8,801 - 26,000 lbs.)	Mile	\$ 5 ⁰⁰
5.	Towing and hook-up charge on loaded dump trucks (26,001 - ∞)	Each	\$ 200 ⁰⁰
6.	Mileage charge on loaded dump trucks (26,001 - ∞)	Mile	\$ 5 ⁰⁰
7.	Simple winching on autos and light trucks (0 - 8,800 lbs.)	Each	\$ 150 ⁰⁰
8.	Other winching and retrieving charges for autos and trucks (0 - 8,800 lbs.)	Each	\$ 150 ^{00 PER}
9.	Retrieving charge for empty dump and tandem trucks (8,801 - 26,000 lbs.)	Each	\$ 150 ^{00 PER}
10.	Retrieving charge for loaded dump and tandem trucks (26,001 - ∞)	Each	\$ 200 ^{00 PER}
11.	Retrieving charge for motor grader or similar off-road equipment	Each	\$ 250 ^{00 PER}
12.	Tire Change Service	Each	\$ 100 ⁰⁰
13.	Jump Start Service	Each	\$ 100 ⁰⁰
14.	Towing Abandoned Vehicle to tow lot/designated County lot	Each	\$ 150 ⁰⁰

Hour 2
Hour 2
Hour 2
Hour 2
min

Rotator \$ 750⁰⁰ Per Hour with a 2 Hour min.

Indicate Days of Operation (below)		Indicate Hours of Operation (below).	
24/7 365 DAY'S A YEAR		8-5 Monday - Friday Office Hours	
List of Towing Equipment to be used on this Contract (below):			
(2) Rotators (10) Heavy Duty Wreckers (2) 16 Ton Wreckers (2) Light Duty Wreckers (14) Light Duty Roll Backs (4) Landoll Trailer (4) RGN TRAILERS (2) Skid Steers (4) Roll off Dumpsters			
Indicate your company's minimum response time east of I-435 and west of I-435 (below):			
East of I-435 45 min Normal Conditions West of I-435 45 min Normal Conditions			
Detail below any extra charges for work outside of your company's normal business hours and days of operation:			
NONE			

Company Name: SANTA Fe tow Service

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts, with one twelve-month option to extend, for park site furnishings for use by the Parks + Rec Department to Fry & Associates of Kansas City, MO, and Global Equipment Company Inc. of Port Washington, NY, under the terms and conditions of invitation to Bid No. 23-088.

RESOLUTION NO. 21581, March 18, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 23-088 for park site furnishings for use by the Parks + Rec Department throughout the County park system; and,

WHEREAS, a total of twelve notifications were distributed and viewed, with three responses received and evaluated from the following:

BIDDER

Fry & Associates
Kansas City (Jackson County), MO

Global Equipment Company Inc.
Port Washington, NY

JGW Machine Ltd.
dba Paris Site Furnishings and Outdoor Fitness
Princeton, ON

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Finance and Purchasing and Parks + Rec recommend the award of twelve-month term and supply contracts, with one twelve-month option to extend, for the needed park site furnishings to Fry & Associates of Kansas City, MO, and Global Equipment Inc. of Port Washington, NY, as the lowest and best bids received; and,

WHEREAS, a split award is recommended to allow the Parks + Rec Department to get the best price on each item needed; and,

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

WHEREAS the estimated spending under these contracts for 2024 is \$45,000.00; now therefore,

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

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

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

APPROVED AS TO FORM:

Bryan Covinsky

Bryan Covinsky (Mar 13, 2024 16:29 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21581 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation, which is estimated for 2024 to be \$45,000.00.

03/14/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Mar 14, 2024 08:34 CDT)

Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/04/2024 **SPONSOR:** Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 21581 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: Dianne Kimzey **PHONE:** 816-503-4825

EMAIL: dkimzey@jacksongov.org

DEPARTMENT: Parks + Rec

TITLE: Awarding twelve-month term & supply contracts with one twelve-month option to extend for park site furnishings for use by Parks+Rec Department to Fry & Associates of Kansas City, MO and Global Equipment Company Inc. of Port Washington, NY under terms and conditions of invitation to Bid No. 23-088.

SUMMARY:

The Parks + Rec Department is requesting the award of Bid 23-088 for the purchase of Park Site Furnishings to Fry & Associates, Kansas City, MO; and Global Equipment Company Inc of Port Washington, NY.

The Director of Finance and Purchasing has solicited formal written bids on Bid No. 23-088 for the procurement of Park Site Furnishings for use by the Parks + Rec Department at park sites throughout the County. A total of (12) twelve notifications were distributed and (3) three responses were received and evaluated.

Pursuant to Section 1054.6 of the Jackson County Code, it's recommended the award of one twelve-month term and supply contract with one twelve-month option to extend to Fry & Associates of Kansas City, Mo, and Global Equipment Company, Inc. of Port Washington, NY.

FINANCIAL IMPACT: NO YES

Amount	Fund	Department	Line-Item Detail
_____	_____	_____	_____

ACTION NEEDED: AWARD A CONTRACT

ATTACHMENT(S):



23-088 - Park Site Furnishings

Project Overview

Project Details	
Reference ID	23-088
Project Name	Park Site Furnishings
Project Owner	John Konon
Project Type	ITB
Department	Parks + Rec
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Options to Extend for the furnishing of Park Site Furnishings for use by Parks + Rec Department.
Open Date	Dec 28, 2023 2:00 PM CST
Intent to Bid Due	Jan 30, 2024 12:00 PM CST
Close Date	Jan 30, 2024 2:00 PM CST

Highest Scoring Supplier	Score
Fry & Associates	96 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Acknowledged Receipt of Addenda	Jan 31, 2024 8:16 AM CST	John Konon
Affidavit	Jan 31, 2024 8:16 AM CST	John Konon
Attachment C – MBE/WBE/VBE Participation Affidavit	Jan 31, 2024 8:16 AM CST	John Konon
Bidders Quotation Sheet	Jan 31, 2024 8:16 AM CST	John Konon
Certificate of Compliance	Jan 31, 2024 8:16 AM CST	John Konon
Dedicated Email Addresses (per section 4.5 – on Company Letterhead)	Jan 31, 2024 8:16 AM CST	John Konon
Cut sheets and Specifications for each item bid, per section 5.6	Jan 31, 2024 8:16 AM CST	John Konon
Exhibit F – Bidders Exceptions	Jan 31, 2024 8:16 AM CST	John Konon
Greater KC Metro Area Information Memo (per section 3.0 - on Company Letterhead)	Jan 31, 2024 8:16 AM CST	John Konon
Statement of Contractors Qualifications	Jan 31, 2024 8:16 AM CST	John Konon
Term and supply Contract Page	Jan 31, 2024 8:16 AM CST	John Konon



Scoring Summary

Active Submissions

	Total	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Affidavit	A-3 - Certificate of Compliance
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
Fry & Associates	96 pts	0 pts	Pass	Pass	Pass
Global Equipment Company Inc	85 pts	0 pts	Pass	Pass	Pass
JGW Machine Ltd. dba Paris Site Furnishings and Outdoor Fitness	70 pts	0 pts	Pass	Pass	Pass



	A-4 - Statement of Contractors Qualifications	A-5 - Acknowledgment of Receipt of Addenda	A-6 - Greater Kansas City Metropolitan Area Information Memo (on Company Letterhead)	A-7 - Bidders Quotation Sheet	A-8 - Exhibit F - Bidders Exceptions
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Fry & Associates	Pass	Pass	Pass	Pass	Pass
Global Equipment Company Inc	Pass	Pass	Pass	Pass	Pass
JGW Machine Ltd. dba Paris Site Furnishings and Outdoor Fitness	Pass	Pass	Pass	Pass	Fail



	A-9 - Dedicated Email Addresses (per section 4.5 – on Company Letterhead)	A-10 - Attachment C – MBE/WBE/VBE Participation Affidavit	B - Departement Evaluation	B-1 - Bidders Quotation Sheet	B-2 - Statement of Contractors Qualifications
Supplier	Pass/Fail	Pass/Fail	/ 100 pts	/ 50 pts	/ 25 pts
Fry & Associates	Pass	Pass	96 pts	47.5 pts	24 pts
Global Equipment Company Inc	Pass	Pass	85 pts	45 pts	20 pts
JGW Machine Ltd. dba Paris Site Furnishings and Outdoor Fitness	Pass	Pass	70 pts	40 pts	17.5 pts



	B-3 - Exhibit F – Bidders Exceptions	B-4 - Attachment C – MBE/WBE/VBE Participation Affidavit
Supplier	/ 15 pts	/ 10 pts
Fry & Associates	14.5 pts	10 pts
Global Equipment Company Inc	11.5 pts	8.5 pts
JGW Machine Ltd. dba Paris Site Furnishings and Outdoor Fitness	4 pts	8.5 pts

Bidders Quotation Sheet

Park Site Furnishings

All Prices must include packaging, freight, fuel, delivery, and all other miscellaneous charges.

NO.	Description	UNIT	PRICE PER UNIT
NO. 5.1	Cantelever Style Picnic Tables Pilot Rock, Mfg. #T602/CB-8RB		
	Qty. 1 to 9 Units	Each	\$1,350.00
	Qty. 10 to 19 Units	Each	\$1,350.00
	Qty. 20 to 29 Units	Each	\$1,289.00
	Qty. 30 to 39 Units	Each	\$1,289.00
	Qty. 40 to 49 Units	Each	\$1,289.00
NO. 5.2	Portable Rectangle Picnic Tables Pilot Rock, Mfg. #XT/CB-8RB		
	Qty. 1 to 9 Units	Each	\$1,425.00
	Qty. 10 to 19 Units	Each	\$1,425.00
	Qty. 20 to 29 Units	Each	\$1,358.00
	Qty. 30 to 39 Units	Each	\$1,358.00
	Qty. 40 to 49 Units	Each	\$1,358.00
NO. 5.3	Perforated Steel Trash Receptacle Pilot Rock, Mfg. #CN-R/RB-55, T/CB-2710, CN/B-1829, CK-5 (Recept., Lid, Liner, Cable Kit)		
	Qty. 1 to 9 Units	Each	\$ 810.00
	Qty. 10 to 19 Units	Each	\$810.00
	Qty. 20 to 29 Units	Each	\$788.00
	Qty. 30 to 39 Units	Each	\$788.00
	Qty. 40 to 49 Units	Each	\$788.00
NO. 5.4	Premium Park Bench DuMor #58-60 with Plaque-QE9ZE Text to be determined prior to order		
	Qty. 1 to 9 Units	Each	\$2,478.00
	Qty. 10 to 19 Units	Each	\$2,234.00
	Qty. 20 to 29 Units	Each	\$2,224.00
	Qty. 30 to 39 Units	Each	\$2,215.00
	Qty. 40 to 49 Units	Each	\$2,166.00
NO. 5.5	Standard Park Bench Pilot Rock, Mfg. #SCXB/CB-6HB12, ANC-3 anchors		
	Qty. 1 to 9 Units	Each	\$796.00
	Qty. 10 to 19 Units	Each	\$796.00
	Qty. 20 to 29 Units	Each	\$769.00
	Qty. 30 to 39 Units	Each	\$769.00
	Qty. 40 to 49 Units	Each	\$769.00

Miscellaneous Items:

Percentage discount off Manufacturers Suggested Retail Price for Miscellaneous Catalog Items:

_____ 5 %

Company Name: Fry & Associates, Inc.

Jackson County, Missouri Invitation to Bid No. 23-088

Page 2 of 2

Bidders Quotation Sheet

Park Site Furnishings

All Prices must include packaging, freight, fuel, delivery, and all other miscellaneous charges.

NO. 5.1	Cantelever Style Picnic Tables	UNIT	PRICE PER UNIT
WB695289BK	Qty. 1 to 9 Units	Each	\$1,280.92
	Qty. 10 to 19 Units	Each	\$1,269.43
	Qty. 20 to 29 Units	Each	\$1,257.94
	Qty. 30 to 39 Units	Each	\$1,246.45
	Qty. 40 to 49 Units	Each	\$1,234.96
NO. 5.2	Portable Rectangle Picnic Tables	UNIT	PRICE PER UNIT
WB277153BK	Qty. 1 to 9 Units	Each	\$1,063.20
	Qty. 10 to 19 Units	Each	\$861.52
	Qty. 20 to 29 Units	Each	\$851.73
	Qty. 30 to 39 Units	Each	\$841.94
	Qty. 40 to 49 Units	Each	\$832.15
NO. 5.3	Perforated Steel Trash Receptacle	UNIT	PRICE PER UNIT
TEX-55	Qty. 1 to 9 Units	Each	\$439.87
	Qty. 10 to 19 Units	Each	\$435.70
	Qty. 20 to 29 Units	Each	\$431.53
	Qty. 30 to 39 Units	Each	\$427.36
	Qty. 40 to 49 Units	Each	\$423.19
NO. 5.4	Premium Park Bench	UNIT	PRICE PER UNIT
	Qty. 1 to 9 Units	Each	\$NO BID
	Qty. 10 to 19 Units	Each	\$NO BID
	Qty. 20 to 29 Units	Each	\$No BID
	Qty. 30 to 39 Units	Each	\$NO BID
	Qty. 40 to 49 Units	Each	\$No BID
NO. 5.5	Standard Park Bench	UNIT	PRICE PER UNIT
WB277154BK	Qty. 1 to 9 Units	Each	\$901.28
	Qty. 10 to 19 Units	Each	\$856.55
	Qty. 20 to 29 Units	Each	\$850.16
	Qty. 30 to 39 Units	Each	\$843.38
	Qty. 40 to 49 Units	Each	\$830.99

Lead Times: 3-5 Days ARO

Miscellaneous Items:**Percentage discount off Manufacturers Suggested Retail Price for Miscellaneous Catalog Items:**

10 %

Company Name: Global Equipment Company Inc.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract, with one twelve-month option to extend, for lawn mower tractor maintenance and repair of John Deere equipment for use by the various County departments to Ag-Power of Centerview, MO, as a sole source purchase.

RESOLUTION NO. 21582, March 18, 2024

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Public Works and Parks + Rec Departments have a continuing need for lawn mower tractor maintenance and repair of its John Deere tractor equipment; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the contract for the furnishing of these services be awarded to Ag-Power of Centerview, MO, as a sole source purchase; and,

WHEREAS, award as a sole source purchase is appropriate because Ag Power is the only local, factory-certified vendor capable of servicing and repairing the Public Works and Parks + Rec Departments John Deere manufactured equipment; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation, which is estimated for 2024 to be \$45,000.00; now therefore,

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

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Mar 13, 2024 16:29 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21582 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation, which is estimated for 2024 to be \$45,000.00.

03/14/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Mar 14, 2024 08:34 CDT)

Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/18/2024 **SPONSOR:** Charlie Franklin

To be completed by the County Counselor's Office:

NUMBER: 21582 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: John Konon **PHONE:** 816-881-3292

EMAIL: jkonon@jacksongov.org

DEPARTMENT: Finance

TITLE: Buyer

SUMMARY:

Awarding a Twelve (12) Month Contract with One (1) Twelve Month option to extend for the furnishing of certified lawn mower tractor maintenance & repair for John Deere manufactured equipment for use by Parks + Rec and Public Works departments as a Sole Source contract to Ag-Power of Centerview, MO, the closest authorized John Deere dealer to the Kansas City area. Contract award to begin on 4/26/2024 as the current contract does not expire until 4/25/2024.

The Parks + Rec and Public Works Departments require a contract for the furnishing of certified lawn mower tractor maintenance & repair for John Deere manufactured equipment. Maintenance/repair for John Deere equipment requires proprietary diagnostic scanners and factory trained mechanics to diagnose and perform the work. Ag-Power is the local authorized John Deere dealer capable of providing certified maintenance & repairs for the County's lawn mower tractors, and other small equipment.



FINANCIAL IMPACT: NO

YES

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: AWARD A CONTRACT

ATTACHMENT(S):



JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: John Konon, Purchasing Department

FROM: John Johnson, Superintendent, Park Operations

DATE: February 26, 2024

SUBJECT: Sole Source Vendor: AG-Power

The Parks + Rec Department needs a term and supply vendor to repair John Deere AG Equipment such as large mowing tractors. We have several large John Deere Tractors that need repair. This equipment is necessary for mowing and other duties, e.g. care of grounds and animals at Missouri Town and the Animal Enclosure, throughout the year.

The Purchasing Department bid such services and did not receive any bids for the repair of John Deere AG equipment. Public Works conducted in-depth research to try and find vendors in the metro area to service our large John Deere equipment. AG-Power is the closest John Deere AG equipment repair shop capable of repairing this specialized equipment within the Kansas City area.

We join Public Works in asking Purchasing to consider designating AG-Power as a sole source vendor.

Parks + Rec estimates that we would spend approximately \$20,000 annually for repairs.



Frank White, Jr., County Executive



Jackson County Public Works Department

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

MEMORANDUM

TO: John Konon, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works

DATE: February 27, 2024

SUBJECT: Sole Source Vendor: AG-Power

The Public Works Department needs a term and supply vendor to repair John Deere AG Equipment such as large mowing tractors. The Public Works Road & Bridge Division has several large John Deere Mowing Tractors that need repair. This equipment is necessary for daily operations throughout the year.

The Purchasing Department bid such services and did not receive any bids for the repair of John Deere AG equipment. While conducting research and calling several other vendors to see if anyone in the area could service the equipment, the conclusion was that John Deere AG equipment requires proprietary diagnostic scanners and specialty trained mechanics to diagnose and perform work on this type of machinery. AG-Power is the closest John Deere AG equipment repair shop capable of repairing this specialized equipment within the Kansas City area.

For the reasons above, it has been requested that AG-Power be considered a sole source vendor.

It is estimated that the Public Works Department could spend approximately \$25,000.00 over the course of the year with AG-Power.

Thank you for your consideration,

Matt E. Willier

Jackson County, Missouri

AFFIDAVIT

STATE OF Texas)
) SS.
COUNTY OF Collin)

Ag-Power Inc of the city of Centerview
County of Johnson State of Missouri being duly sworn on her or his oath, deposes and says,

1. That I am the Controller (Title of Affiant) of Ag-Power (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2022 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Ag-Power Inc. (Name of Bidder)
By: Cheryl C. (Signature of Affiant)
Controller (Title of Affiant)

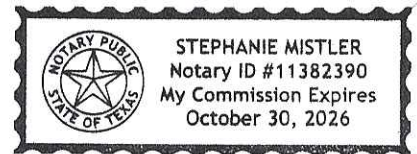
Subscribed and sworn to before me this 4th day of February, 2024

[Signature]

NOTARY PUBLIC in and for the County of Collin (SEAL)

State of Texas

My Commission Expires: 10/30/2026



Jackson County Missouri

Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Ag Power Inc
91 NW State Route 58
Centerview, MO 64019-9235
2024 Certificate: 20240220VC923

Issued: 2024-02-20
Expires: 2024-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Melinda Bolling

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$150,000.00 within the 2024 Anti-Crime Sales Tax Fund to fully fund the Jackson County Sheriff's Office's 2024 Law Enforcement School Based Initiative.

RESOLUTION NO. 21583, March 18, 2024

INTRODUCED BY Donna Peyton, County Legislator

WHEREAS, the COMBAT staff has recommended that \$150,000.00 in Anti-Crime Sales Tax Funds be allocated to the Jackson County Sheriff's Office's 2024 Law Enforcement School Based Initiative program (LESBI); and,

WHEREAS, at its meeting on November 14, 2023, the COMBAT Commission endorsed this recommendation; and,

WHEREAS, by Resolution 21520, dated February 5, 2024, the Legislature approved the Jackson County Prosecutor's Office to execute an agreement with the Jackson County Sheriff's Office to fund its LESBI program in the amount of \$150,000; and,

WHEREAS, a transfer within the 2024 Anti-Crime Sales Tax Fund is necessary to cover funding for this program; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2024 Anti-Crime Sales Tax Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund COMBAT Programming 008-4407	56007- Community Crime (LESBI)	\$150,000	
Sheriff - LESBI 008-4204	55010- Regular Salaries		\$69,659
	55030- Overtime Salaries		\$3,000
	55040- FICA Taxes		\$5,329
	55050- Pension Contribution		\$8,025
	55060- Insurance Benefits		\$22,051
	57190- Wearing Apparel		\$1,200
	57230- Other Operating Supplies		\$20,000
	56230- Printing		\$8,000
	56756- Training Expense		\$7,500
	56710- Dues & Membership		\$236
	57010- Office Supplies		\$5,000

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

APPROVED AS TO FORM:

Bryan Covinsky

Bryan Covinsky (Mar 13, 2024 16:29 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21583 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date


Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4407 56007
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
COMBAT Programming
Community Crime LESBI
NOT TO EXCEED: \$150,000.00

03/14/2024

Date



Sylvya Stevenson (Mar 14, 2024 08:34 CDT)

Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: _____ SPONSOR: _____

To be completed by the County Counselor's Office:

NUMBER: 21583

ASSIGNED MEETING DATE: 3/18/2024

STAFF CONTACT: _____ PHONE: _____

EMAIL: _____

DEPARTMENT: _____

TITLE: _____

SUMMARY: _____

FINANCIAL IMPACT: NO

YES

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: _____

ATTACHMENT(S): _____

Vincent M. Ortega

Exhibit A - Program Budget

SHERIFF'S DEPARTMENT-LESBI
(January 1, 2024– December 31, 2024)

Budget Categories	COMBAT Program Budget
Personnel – Salaries	\$ 69,659.00
Fringe Benefits (max 10% of salaries)	\$ -
Overtime Salaries	\$ 3,000.00
FICA Taxes	\$ 5,329.00
Pension Contributions	\$ 8,025.00
Insurance	\$ 22,051.00
Wearing Apparel	\$ 1,200.00
Other Operating Supplies	\$ 20,000.00
Printing	\$ 8,000.00
Training	\$ 7,500.00
Dues & Memberships	\$ 236.00
Travel Expense	\$ -
Office Supplies	\$ 5,000.00
Total Direct Costs	\$ 150,000.00
Indirect Administration (max 7% of total)	
TOTAL BUDGET	\$ 150,000.00

Funds may not be used:

- *To purchase, improve, refurbish, or repair land, building, or capital equipment (Sec. 9304).**
- *For capital improvements (Article 6, Section 23 of the Mo. Constitution).**
- *For functions that have traditionally been performed by volunteers.**

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twenty-four-month term and supply contract, with one twelve-month option to extend, for the furnishing of fencing installation and repair services for use by the Parks + Rec Department to Guier Fencing of Blue Springs, Missouri, under the terms and conditions of Invitation to Bid No. 24-006.

RESOLUTION NO. 21584, March 18, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 24-006 for the furnishing of fencing installation and repair services for use by the Parks + Rec Department; and,

WHEREAS, a total of twenty-eight notifications were distributed, with the only bid received from Guier Fencing of Blue Springs, Missouri; and,

WHEREAS, pursuant to section 1054.6, Jackson County Code, the Directors of Finance and Purchasing and Parks + Rec recommend the award of a twenty-four-month term and supply contract, with one twelve-month option to extend, for the furnishing of fencing installation and repair services to Guier Fence of Blue Springs, Missouri, under the terms and conditions of Invitation to Bid No. 24-006, as it has submitted the lowest and best bid; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation, which is estimated for 2024 to be \$40,000.00; now therefore,

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

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Mar 13, 2024 16:29 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21584 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations, which is estimated for 2024 to be \$40,000.00.

03/14/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Mar 14, 2024 08:34 CDT)

Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/18/2024 **SPONSOR:** Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 21584 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: John Konon **PHONE:** 816-881-3292

EMAIL: jkonon@jacksongov.org

DEPARTMENT: Finance

TITLE: Buyer

SUMMARY:

Awarding a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve Month option to extend for the furnishing of Fencing Installation & Repair for use by Various County Departments to Guier Fence Co., Inc. of Blue Springs, Missouri under the terms and conditions of Invitation to Bid No. 24-006.

The Parks + Rec Department requires a Term and Supply Contract for the furnishing of Fencing Installation & Repair Services. The Purchasing Department issued Invitation to Bid No. 24-006 in response to those requirements in which a total of (105) notifications were distributed, there were (28) document takers with (1) submission received and evaluated. The Bonfire Executive Summary, the using departments recommendation memo(s) and the recommended Bidders Quotation Sheet are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department +

FINANCIAL IMPACT: NO

YES

Amount Fund Department Line-Item Detail

ACTION NEEDED: AWARD A CONTRACT

ATTACHMENT(S):



JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: John Konon, Buyer, Purchasing Department
FROM: John Johnson, Superintendent, Park Operations
DATE: February 20, 2024
SUBJECT: Bid 24-006, Fencing Installation and Repair

Parks+Rec recommends award to Guier Fence Company. Guier is a local company that is the incumbent term and supply contractor for this category.

Guier has performed well with new installation of different types of fencing and gates throughout the park system. Guier is quick to make emergency repairs as needed. The quality of their work and materials have been excellent.

Parks + Rec projects spending approximately \$40,000 in a 12-month time period.

Please advise if you have questions or need additional information.

Thank you.



Frank White, Jr., County Executive

Bidders Quotation Sheet
Fencing Installation & Repair

Jackson County, Missouri Invitation to Bid No. 24-006


Provide pricing for projects bid valued at **\$75,000 or LESS**
 (No Prevailing Wage Required)

No.	Occupational Title	Hourly Rate Regular Time	Hourly Rate Overtime
1.0	Laborer	15.00	22.00
2.0	Operating Engineer		
3.0	Truck Driver		
Total of Lines 1.0 – 3.0			

Provide pricing for projects bid valued at **MORE THAN \$75,000**
 (Annual Wage Order No. 30 Required)

No.	Occupational Title	Hourly Rate Regular Time	Hourly Rate Overtime
4.0	Laborer	47.93	71.89
5.0	Operating Engineer		
6.0	Truck Driver		
Total of Lines 4.0 – 6.0			

Percentage Mark-Up for Materials: 10 %

SIGNATURE: 	DATE:
NAME (Print or Type): Jeff Shevman	PHONE: 816-229-2047
TITLE (Print or Type): Commercial ACC manager	MOBILE: 816-564-6785
COMPANY NAME (Print or Type): Guier fence	FAX:
EMAIL ADDRESS (Print or Type): JShevman@guierfence.com	
WEBSITE URL (Print or Type):	



24-006 - Fencing Installation & Repair

Project Overview

Project Details	
Reference ID	24-006
Project Name	Fencing Installation & Repair
Project Owner	John Konon
Project Type	ITB
Department	Parks + Rec
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Fencing Installation & Repair for use by Parks + Rec Department.
Open Date	Jan 18, 2024 2:00 PM CST
Intent to Bid Due	Feb 13, 2024 12:00 PM CST
Close Date	Feb 13, 2024 2:00 PM CST

Highest Scoring Supplier	Score
Guier fence	92 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Acknowledged Receipt of Addenda	Feb 13, 2024 2:46 PM CST	John Konon
Affidavit	Feb 14, 2024 10:00 AM CST	John Konon
Attachment C – MBE/WBE/VBE Participation Affidavit	Feb 13, 2024 2:46 PM CST	John Konon
Bidders Quotation Sheet	Feb 13, 2024 2:46 PM CST	John Konon
Certificate of Compliance	Feb 13, 2024 2:46 PM CST	John Konon
Dedicated Email Addresses (per section 4.5 – on Company Letterhead)	Feb 13, 2024 2:46 PM CST	John Konon
Exhibit F – Bidders Exceptions	Feb 13, 2024 2:46 PM CST	John Konon
Greater KC Metro Area Information Memo (per section 3.0 - on Company Letterhead)	Feb 13, 2024 2:46 PM CST	John Konon
Statement of Contractors Qualifications	Feb 13, 2024 2:46 PM CST	John Konon
Term and supply Contract Page	Feb 13, 2024 2:46 PM CST	John Konon



Scoring Summary

Active Submissions

	Total	Purchasing Evaluation	Term and Supply Contract Page	Affidavit	Certificate of Compliance
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Guier fence	92 pts	Pass	Pass	Pass	Pass

	Statement of Contractors Qualifications	Acknowledgment of Receipt of Addenda	Greater Kansas City Metropolitan Area Information Memo (on Company Letterhead)	Bidders Quotation Sheet	Exhibit F - Bidders Exceptions
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Guier fence	Pass	Pass	Pass	Pass	Pass



	Dedicated Email Addresses (per section 4.5 – on Company Letterhead)	Attachment C – MBE/WBE/VBE Participation Affidavit	A - Departement Evaluation	A-1 - Bidders Quotation Sheet	A-2 - Statement of Contractors Qualifications
Supplier	Pass/Fail	Pass/Fail	/ 100 pts	/ 50 pts	/ 25 pts
Guier fence	Pass	Pass	92 pts	45 pts	23.25 pts

	A-3 - Exhibit F – Bidders Exceptions	A-4 - Attachment C – MBE/WBE/VBE Participation Affidavit
Supplier	/ 15 pts	/ 10 pts
Guier fence	15 pts	8.75 pts

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a thirty-six-month term and supply contract, with two twelve-month options to extend, for the furnishing of elevator maintenance and as needed repairs for use by the Public Works Department to KONE Inc. of Moline, IL, under the terms and conditions of Request for Proposals No. 23-055.

RESOLUTION NO. 21585, March 18, 2024

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Public Works Department has a need for regular maintenance and repairs to elevators located in the various Jackson County buildings; and,

WHEREAS, a total of three notifications were distributed, and three responses were received and evaluated; and,

WHEREAS, following evaluation of proposals, the Director of Finance and Purchasing recommends that the contract be awarded to KONE Inc. of Moline, IL, for the reason that it has submitted the lowest and best proposal; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation, which is estimated for 2024 to be \$400,000.00; now therefore,

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

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Mar 13, 2024 16:29 CDT)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21585 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____

Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation, which is estimated for 2024 to be \$400,000.00.

03/14/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Mar 14, 2024 08:34 CDT)

Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/11/2024 **SPONSOR:** Charlie Franklin

To be completed by the County Counselor's Office:

NUMBER: 21585 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: Brian Gaddie **PHONE:** 881-4496

EMAIL: bgaddie@jacksongov.org

DEPARTMENT: Public Works

TITLE: A RESOLUTION awarding a thirty-six month term and supply contract with two twelve-month options to extend for the furnishing of elevator maintenance and as needed repairs for use by Public Works Department to KONE Inc. of Moline, Illinois, under the terms and conditions of Invitation to Bid No. 23-055

SUMMARY:

The Public Works Department requires a Term and Supply contract for Maintenance and "As Needed" repairs for the Vertical Transportation Systems for the Public Works Department in the County's various facilities. The Purchasing Division of the Finance Department issued Request for Proposal 23-055 to satisfy the need.

In response to the request, 3 proposals were received and qualified by Purchasing. It was determined that KONE, Inc. provided the most complete approach to our elevator repairs as well as offered the lowest service fee of the respondents.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Term and Supply contract for the furnishing of Maintenance and "As Needed" Repairs on the Vertical Transportation Systems for the Public Works Department to KONE, Inc. of Moline, Illinois as the lowest and best proposal received. +

FINANCIAL IMPACT: NO YES

Amount	Fund	Department	Line-Item Detail
_____	_____	_____	_____

ACTION NEEDED: AWARD A CONTRACT

ATTACHMENT(S):

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check in the amount of \$5,000.00 to the KC Repertory Theatre, for sponsorship of its 60th Anniversary Gala to be held April 5, 2024, in Kansas City, MO.

RESOLUTION NO. 21586, March 18, 2024

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, the Kansas City Repertory Theatre (KC Rep) was founded in 1964 by Dr. Patricia A. McIlrath, who is among a select few pioneers of the regional theatre movement who believed that theater could change the world and our town; and,

WHEREAS, KC Rep is a catalyst for a culturally vibrant, equitable, and thriving Kansas City by connecting artists and audiences in a welcoming environment that fosters wonder, curiosity, and understanding; and,

WHEREAS, KC Rep will be hosting its 60th anniversary fundraising gala on Friday, April 5, 2024, and has submitted a request for sponsorship; and,

WHEREAS, the Jackson County Legislature wishes to support the KC Rep 60th Anniversary Gala in the amount of \$5,000.00; and,

WHEREAS, this sponsorship will allow Jackson County the opportunity to support the arts; and,

WHEREAS, in exchange for its sponsorship, Jackson County will receive advertising and recognition in the event program, website, and social media; and,

WHEREAS, said sponsorship is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to issue a check to the KC Repertory Theatre, in the amount of \$5,000.00 for sponsorship of the KC Rep 60th Anniversary Gala.

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

APPROVED AS TO FORM:

Bryan Covinsky

Bryan Covinsky (Mar 13, 2024 16:29 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21586 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 0112 56210
ACCOUNT TITLE: General Fund
Legislature as a Whole
Advertising
NOT TO EXCEED: \$5,000.00

03/14/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Mar 14, 2024 08:34 CDT)

Chief Administration Officer

KCREP GALA

OUR MISSION

To inspire, entertain, and open minds by creating transformative theatre experiences for all.

STUART CARDEN

Artistic Director

ANGELA LEE GIERAS

Executive Director

BOARD OF DIRECTORS

Andrew Kaplan.** *Chair*
Melea McRae.** *Vice Chair*
David W. Frantze,** *Treasurer*
Chris Hernandez** *Secretary*

Dana Abraham**
Ivan R. Battle**
Bunni Copaken**
Kevin Covington
Douglas N. Ghertner
Judge Jon R. Gray (Ret.)**
Laura Hall**
Scott Hall**
Hayley E. Hanson
Ashlei Holznecht**
Shannon Johnson
John H. (Topper) Johntz, Jr.**
Honorary Vice Chair

Mary Cook Jorgenson
LaMonica Madden**
Lauren E. Tucker McCubbin
Stewart S. Myers**
Meggan Newland, M.D.
Matt Ralston
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Benjamin Stone, M. D.
Diana Toman
Julie Towner
Susan Waldron
Michelle Webb
Dominic Wu, M.D.
Tina Youngblood

C. Mauli Agrawal, Ph.D.*
Courtney Crappell*

ADVISORY DIRECTORS

Donald J. Hall
Irvine O. Hockaday, Jr.
John B. Francis (1917-2004)
William C. Nelson (1937-2014)

**Ex-Officio UMKC*
***Executive Committee*

ADMINISTRATIVE OFFICES

4825 Troost Avenue • Suite 101
Kansas City, MO 64110-2030

Box Office: 816.235.2700
Donate: 816.235.6106
Web: KCREP.org

*KCREP is the professional theatre
in residence at UMKC*

September 28, 2023

As we joyfully prepare to celebrate our 60th season, we are looking forward to embracing our past and stepping into our future at KCREP's annual fundraising Gala on Friday, April 5th, 2024. We extend our heartfelt invitation to you.

As this year's chairs we ask you to come and be reminded of the role KCREP has played in your life, the life of our region, and the life of your organization. Was it a pivotal play or musical, a school experience or time spent each year with loved ones? Your first date? Your first part? Perhaps a past KCREP Gala gave your company the ability to invest in the community in a meaningful way.

We invite you to be a part of a place where everyone belongs. Where you are embraced for your uniqueness, and able to find your people. You play an important role in building this environment for others, whether it be on stage, in one of our summer educational programs, or through one of our many community partnerships.

We ask that you consider joining us as our sponsor. Please find sponsorship details enclosed.

This year, you will find benefits that you have come to expect and cherish alongside our desire to understand how we can connect with you in a unique and meaningful way.

Members of our sponsorship committee will be in touch in the coming weeks to ensure you have received our letter and answer any questions you may have.

Warmly,



Matt Ralston



Jessica Ralston

PS: To read more about the KCREP gala, see photos from the 2023 event, or to commit to your sponsorship online, visit kcrep.org/event/gala - exciting updates will be posted there!



2024 GALA SPONSORSHIP LEVELS AND BENEFITS

Thank you for supporting Kansas City Repertory Theatre! Sponsors enjoy the following benefits and recognition opportunities. All sponsorships include non-tax-deductible benefits unless declined in advance.

For full recognition benefits, confirm sponsorship by December 31, 2023. Fair Market Value (FMV) is \$100 for each gala attendee.

All sponsors receive name recognition on the KCRep Gala webpage and signage, recognition in the Gala program, and recognition in KCRep's 2023-2024 Season Programs.

PRESENTING SPONSOR: \$50,000

- Personalize your sponsorship experience with focused attention from KCRep Staff.
- Tailored artistic experience with KCRep staff and artists.
- Priority seating for up to 10 guests.
- Named as "Presenting Sponsor" on all digital and print promotion, social promotion, and press outreach for the Gala, all year.
- Named as "Presenting Sponsor" for the Gala in programs for KCRep's 60th anniversary season and on our website, all year.
- Name, logo, and link on Gala invitations and website.
- Option to include a full page ad in the Gala program.
- Verbal recognition and welcome opportunity at the event.
- Invitations for 4 to attend KCRep opening night receptions and performances as our guests.
- 20% off discount code to KCRep productions for your staff and partners.

VANGUARD SPONSOR: \$35,000

- Personalize your sponsorship experience with focused attention from KCRep Staff.
- Priority seating for up to 10 guests.
- Recognition in press outreach for the Gala.
- Name, logo, and link on Gala website and recognition on KCRep's 23/24 Season page.
- Social media recognition, if desired.
- Option to include a half page ad in the Gala program.
- Verbal recognition at the event.
- Invitations for 2 to attend KCRep opening night receptions and performances as our guests.
- 20% off discount code to KCRep productions for your staff.

CELEBRATION SPONSOR: \$25,000

Same benefits as an "Ovation Sponsor" PLUS:

- Priority seating
- Option to include a half page ad in the Gala program.

OVATION SPONSOR: \$15,000

Same benefits as a "Spotlight Sponsor" PLUS:

- Link on Gala website.
- Option to include a quarter page ad in the Gala program.
- Verbal recognition at the event.

SPOTLIGHT SPONSOR: \$10,000

- Up to 10 Gala tickets
- Logo on Gala website.
- Logo on Gala Signage.
- Social media recognition, if desired.
- Website recognition on KCRep's 23/24 Season page.

ENCORE SPONSOR: \$5,000

- Up to 4 Gala Tickets
- Name on Gala website.
- Logo on Gala Signage.
- Get to know KCRep staff at the event!

Not into sponsorships?

Be a Table Host! : \$3000

- Table for 10.
- Name in Gala Program.

Table hosts receive the above benefits only



LET'S CONNECT!

Don't see a benefit that fits your needs? We'd love to work with you to make your sponsorship experience more meaningful.

816.235.2638 | gala@kcrep.org

Kushi Beachamp and Harrison Bryan in KCRep's 2023 production of PETER PAN AND WENDY
Matt Rapport in KCRep's 2022 production of A CHRISTMAS CAROL - Photos by Don Ipock



2024 SPONSORSHIP/DONATION FORM

kcrep.org/event/gala | gala@kcrep.org | 816-235-6106

Chairs: Matt and Jessica Ralston

Date: Friday, April 5th, 2024

DONOR INFORMATION

List Name/Organization as:
Contact Name: Organization:
Mailing Address:
City: State: Zip:
Day Phone: Email Address:
This email address will be used to provide event updates.

SPONSORSHIP LEVELS

- \$50,000 Presenting
\$35,000 Vanguard
\$25,000 Celebration
\$15,000 Ovation
\$10,000 Spotlight
\$5,000 Encore
\$ Fund-A-Need Mission Donation (Fully tax deductible to the extent of the law.)
In Honor
In Memory

SPONSORSHIP ATTENDANCE / BENEFITS

We DO... DO NOT... plan to attend or send representatives to the event on Friday, April 5th, 2024
We DECLINE any non-deductible benefits associated with this Sponsorship, do not plan to attend the Gala or send representatives and would like this gift to be 100% tax deductible.

PAYMENT TYPE

- CHECK made payable to "KCREP Theatre"
CHARGE (VISA, MC, AMEX, Discover)
Card #:
Name on Card:
Exp Date:
PLEDGE INDICATED ABOVE
CHARGE the credit card above based on the schedule to the right
I WILL SEND PAYMENT TO KCREP by (date)
SEND ME AN INVOICE/REMINDER on (date)

Payment Schedule - Final payment appreciated by April 5th, 2024:
Table with 4 rows for monthly payments and a GRAND TOTAL row.

Kansas City Repertory Theatre is a 501(c)3 organization; tax ID 43-1168979
Your tax deduction will be the amount of your contribution less the value of the goods/services received; FMV is \$100 per attendee.
Fund-A-Need Mission donations are fully tax deductible to the extent of the law.
Donations made via donor advised funds do not permit the acceptance of ticket benefits.

PLEASE RETURN SPONSOR FORM BY DEC. 31, 2023 FOR FULL RECOGNITION OF BENEFITS:

KC Rep Gala | 4825 Troost Ave Ste 101 | Kansas City, MO | 64110 or gala@kcrep.org

Thank you for supporting Kansas City Repertory Theatre!

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing the KC Repertory Theatre on the occasion of its 60th Anniversary.

RESOLUTION NO. 21587, March 18, 2024

INTRODUCED BY Venessa Huskey and Manuel Abarca IV, County Legislators

WHEREAS, for six decades, the KC Repertory Theatre has been a ground-breaking beacon of artistry enriching the cultural landscape of Kansas City and beyond; and,

WHEREAS, founded in 1964 by Dr. Patricia A. McIlrath, the KC Repertory Theatre's mission is to inspire, entertain, and open minds by creating transformative theatre experiences for all; and,

WHEREAS, under the leadership of dedicated individuals such as George Keathley, Peter Altman, Eric Rosen, Angela Lee Gieras, and Stuart Carden, the KC Repertory Theatre has continued to evolve, innovate, and captivate audiences with its exceptional productions; and,

WHEREAS, the KC Repertory Theatre has been a catalyst for artistic excellence, nurturing local talent and fostering collaborations that transcend boundaries and enrich the cultural fabric of our city; and,

WHEREAS, the KC Repertory Theatre's commitment to empathy, inclusion, openness, collaboration, and innovation has created a welcoming environment where diverse voices are celebrated and cherished; and,

WHEREAS, as we celebrate this milestone anniversary, we recognize the dedication and passion of all those who have contributed to the success of the KC Repertory Theatre, including its talented artists, devoted staff, generous donors, and enthusiastic audiences; and,

WHEREAS, the KC Repertory Theatre's mission to inspire, entertain, and open minds by creating transformative theatre experiences for all aligns perfectly with our shared vision of a culturally vibrant, equitable, and thriving Kansas City; and,

WHEREAS, the KC Repertory Theatre will celebrate Gala 60, its 60th anniversary event on Friday, April 5, 2024, at the Loews Kansas City Hotel; and,

WHEREAS, the Gala 60 event is sponsored by Burns and McDonnell, Matt & Jessica Ralston, the McDonnell Foundation, Inc., the Theater League, Linda and Topper Johntz, Pete B. Browne and Julie Walker-Browne, the DeBruce Foundation, Paul and Linda DeBruce, Kissick Construction, Hallmark, H&R Block, Irv and Ellen Hockaday, Kauffman Family Foundation, and UMB Bank, as well as numerous other supporters; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby extends its heartfelt congratulations and best wishes to the KC Repertory Theatre on its 60th Anniversary celebration.

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Mar 13, 2024 16:29 CDT)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21587 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/18/2024 **SPONSOR:** Venessa Huskey and Manuel A

To be completed by the County Counselor's Office:

NUMBER: 21587 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: Dawn Hickman **PHONE:** 816-881-3163

EMAIL: dchickman@jacksongov.org

DEPARTMENT: County Legislature

TITLE: Recognizing KC Reperatory Theatre's 60th Anniversay.

SUMMARY:

FINANCIAL IMPACT: NO

YES

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: COURTESY (NO LEGAL IMPACT)

ATTACHMENT(S): Dawn will provide additional info on 3/6 as she is home ill today.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twenty-four-month term and supply contracts, with one twelve-month option to extend, for the furnishing of general contracting services for use by various County departments to Hartline Construction, LLC, of Kansas City, MO, Lytle Construction, Inc., of Lee's Summit, MO, Tailor Made Exteriors of Lee's Summit, MO, and Universal Construction Company, Inc. of Kansas City, KS, under the terms and conditions of Invitation to Bid No. 23-082.

RESOLUTION NO. 21588, March 18, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 23-082 for the furnishing of general contracting services for use by various county departments; and,

WHEREAS, a total of one hundred and thirty-two notifications were distributed and four responses were received and evaluated; and,

WHEREAS, following evaluation of the responsive bids received, the Director has recommended that contracts be awarded as a split award to the four bidders submitting the lowest and best bids, to ensure the ready availability of cost-effective contractors to perform specific projects as required; and,

WHEREAS, the award as recommended pursuant to Invitation to Bid 23-082 would result in awards to the following bidders:

BIDDER

Hartline Construction, LLC
Kansas City (Jackson County), MO

Lytle Construction, Inc., of
Lee's Summit, MO,

Tailor Made Exteriors
Lee's Summit, MO

Universal Construction Company, Inc.
Kansas City, KS

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of twenty-four-month term and supply contracts, with one twelve-month option to extend, for the furnishing of general contracting services for use by various County departments to Hartline Construction, LLC, of Kansas City, MO, Lytle Construction, Inc., of Lee's Summit, MO, Tailor Made Exteriors of Lee's Summit, MO, and Universal Construction Company, Inc. of Kansas City, KS; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with availability of funds for specific purchases subject to annual appropriation, which is estimated for 2024 to be \$975,000.00; now therefore,

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

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Mar 13, 2024 16:29 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21588 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations, which is estimated for 2024 to be \$975,000.00.

03/14/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Mar 14, 2024 08:34 CDT)

Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/18/2024 **SPONSOR:** Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 21588 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: Keith Allen **PHONE:** 816-881-3465

EMAIL: kallen@jacksongov.org

DEPARTMENT: Finance/Purchasing

TITLE: Awarding a split contract for a Twenty-four (24) Month Term and Supply Contract with One (1) Twelve Month Option to Extend for the furnishing of General Contracting Services for use by various County Departments to Hartline Construction LLC of Kansas City, MO, Lytle Construction, Inc of Lee's Summit, MO, Tailor Made Exteriors of Lee's Summit, MO and Universal Construction Company, Inc of Kansas +

SUMMARY:

Various County Departments require a Term and Supply Contract for the furnishing of General Contracting Services. The Purchasing Department issued Invitation to Bid No. 23-082 in response to those requirements. A total of 1,352 notifications were distributed, 32 document takers with four (4) responses received and evaluated. An Executive Summary of the Invitation to Bid and the using Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department recommends a split award of a Twenty-four (24) Month Term and Supply Contract with One (1) Twelve Month Option to Extend for the furnishing of General Contracting Services for use by various County Departments to Hartline Construction LLC of Kansas City, MO, Lytle Construction, Inc of Lee's Summit, MO, Tailor Made Exteriors of Lee's Summit, MO and Universal Construction Company, Inc of Kansas City, KS under the terms and conditions of Invitation to Bid No. 23-082 as the best qualified bids received. A split award is recommended. +

FINANCIAL IMPACT: NO

YES

Amount Fund Department Line-Item Detail

ACTION NEEDED: AWARD A CONTRACT

ATTACHMENT(S):



JACKSON COUNTY Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Rick Gerla, Facilities Management Administrator

To: Keith Allen, Senior Buyer, Purchasing Department

Date: January 30, 2024

Subject: Bid 23-082 – General Contractor Services Recommendation

Keith,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for General Contractor Services on a Term and Supply basis.

The Facilities Division would like to recommend moving forward with Hartline, Lytle, Tailor Made and Universal, vendors who applied for this contract. In review of their submissions, the Facilities Management Division see that the vendors are extremely close with their qualifications, references, and pricing. With the number of upcoming projects Facilities has inline and the need for General Contractors throughout the count, Facilities would prefer to distribute the bid to all 4 companies that bid. Annual spend could be around \$500,000.00.

Thank you,

Rick Gerla
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)



JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: Keith Allen, Sr. Buyer, Purchasing Department
FROM: John Johnson, Supt. Park Operations
DATE: January 26, 2024
SUBJECT: Recommendation - Bid No. 23-082 **General Contractor**

Parks + Rec recommends splitting the award between the four bidders, Lytle, Hartline, Universal and Tailor Made.

Parks and Facilities Management have previously worked with three of the four recommended companies and the quality and level of service were good. Given that the need to use a general contractor's service can be unpredictable, having four options to potentially use will help better service patrons and staff that use Parks + Rec facilities.

Having the ability to have multiple T&S general contractors with the capability to cover various needs could also help save the County money by having some work quoted by more than one general contractor.

Park's projected usage during the next twelve months is \$ 475,000.

Please advise me if you have questions or need additional information.

Thank you.



Frank White, Jr., County Executive



23-082 - General Contracting Services

Project Overview

Project Details	
Reference ID	23-082
Project Name	General Contracting Services
Project Owner	Keith Allen
Project Type	ITB
Department	Various Departments
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve Month Options to Extend for the furnishing of General Contracting Services for use by Various County Departments.
Open Date	Dec 19, 2023 12:00 PM CST
Intent to Bid Due	Jan 16, 2024 1:00 PM CST
Close Date	Jan 16, 2024 2:00 PM CST

Highest Scoring Supplier	Score
HARTLINE CONSTRUCTION LLC	93 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Term & Supply Contract Page	Jan 16, 2024 2:03 PM CST	Keith Allen
Affidavit	Jan 16, 2024 2:03 PM CST	Keith Allen
Certificate of Compliance	Jan 16, 2024 2:03 PM CST	Keith Allen
Statement of Contractor's Qualifications	Jan 16, 2024 2:03 PM CST	Keith Allen
Acknowledgement of Receipt of Addenda	Jan 16, 2024 2:03 PM CST	Keith Allen
Greater KCMO Metro Area Information Memo	Jan 16, 2024 2:03 PM CST	Keith Allen
Attachment 1 - Bidder's Quotation Sheet (Mileage and Mark-Up Percentage)	Jan 16, 2024 2:03 PM CST	Keith Allen
Attachment 2 - References	Jan 16, 2024 2:03 PM CST	Keith Allen
Exhibit F - Bidder's Exceptions	Jan 16, 2024 2:03 PM CST	Keith Allen
M/W/VBE Participation Affidavit	Jan 16, 2024 2:03 PM CST	Keith Allen
General Contracting (BT-45WZ)	Jan 17, 2024 8:59 AM CST	Keith Allen



Scoring Summary

Active Submissions

	Total	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Affidavit	A-3 - Certificate of Compliance
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
HARTLINE CONSTRUCTION LLC	93 pts	0 pts	Pass	Pass	Pass
Tailor Made Exteriors	90 pts	0 pts	Pass	Pass	Pass
Universal Construction Company, Inc.	89.5 pts	0 pts	Pass	Pass	Pass
Lytle Construction, Inc	89 pts	0 pts	Pass	Pass	Pass



	A-4 - Statement of Contractor's Qualifications	A-5 - Addenda	A-6 - Attachment 1 - Bidder's Quotation Sheet	A-7 - Attachment 2 - References	A-8 - Exhibit F - Bidder's Exceptions
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
HARTLINE CONSTRUCTION LLC	Pass	Pass	Pass	Pass	Pass
Tailor Made Exteriors	Pass	Pass	Pass	Pass	Pass
Universal Construction Company, Inc.	Pass	Pass	Pass	Pass	Pass
Lytle Construction, Inc	Pass	Pass	Pass	Pass	Pass



	A-9 - M/W/VBE Participation Affidavit	B - Department Evaluation	B-1 - Attachment 2 - References	B-2 - Statement of Contractor's Qualifications	B-3 - Exhibit F - Bidder's Exceptions
Supplier	Pass/Fail	/ 35 pts	/ 10 pts	/ 20 pts	/ 5 pts
HARTLINE CONSTRUCTION LLC	Pass	34 pts	10 pts	19 pts	5 pts
Tailor Made Exteriors	Pass	32.5 pts	10 pts	17.5 pts	5 pts
Universal Construction Company, Inc.	Pass	33.5 pts	10 pts	18.5 pts	5 pts
Lytle Construction, Inc	Pass	31.5 pts	9.5 pts	17.5 pts	4.5 pts



	D - Pricing Evaluation	D-1 - Bid Table
Supplier	/ 65 pts	/ 65 pts
HARTLINE CONSTRUCTION LLC	59 pts	59 pts
Tailor Made Exteriors	57.5 pts	57.5 pts
Universal Construction Company, Inc.	56 pts	56 pts
Lytle Construction, Inc	57.5 pts	57.5 pts

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Participation Agreement with the Missouri Department of Health and Senior Services related to its summer food service program, with costs to be reimbursed to the County.

RESOLUTION NO. 21589, March 18, 2024

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Environmental Health Administrator recommends participation in a summer food service program, sponsored by the Missouri Department of Health and Senior Services (DHSS), that provides free, nutritious meals for children in eastern Jackson County; and,

WHEREAS, under the attached proposed Participation Agreement, the County will be reimbursed for site inspections for the summer food service program; and,

WHEREAS, the Participation Agreement sets out the rights and obligations of each party participating in the program; and,

WHEREAS, execution of the Participation Agreement with DHSS is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Summer Food Service Program Inspections Participation Agreement.

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

APPROVED AS TO FORM:

Bryan Covinsky

Bryan Covinsky (Mar 13, 2024 16:29 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21589 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
FOOD SAFETY ASSURANCE FOR SUMMER FOOD SERVICE PROGRAM
AND AT-RISK AFTERSCHOOL PROGRAM SITE INSPECTIONS**

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (4) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and (5) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.

2. The purpose of this agreement is to conduct food safety inspections and enforce expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) and At-Risk Afterschool Program (At-Risk) meal production and meal service sites.

3. This agreement shall be effective May 31, 2024 or the date of the Department’s authorized representative signature, whichever is later through September 30, 2024.

TRACKING NUMBER	AGREEMENT NUMBER	AMENDMENT NUMBER
CONTRACTOR NAME (PLEASE PRINT/TYPE) Jackson County Public Works Planning Environmental Health		DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE		PAYMENT MAILING ADDRESS
MissouriBUYS SYSTEM ID		CITY, STATE, ZIP
TELEPHONE NUMBER		E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE		DATE
TYPE OF CONTRACTOR <input type="checkbox"/> Hospital <input type="checkbox"/> Pharmacy <input type="checkbox"/> Dentist <input type="checkbox"/> Therapist <input type="checkbox"/> Physician (M.D./D.O.) <input type="checkbox"/> Other _____		STATE LICENSE NO. (IF APPLICABLE)
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE 		DATE

4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.
5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 5.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>
 - 5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 5.3 Taxes (e.g., city/county/state/federal)
 - 5.4 State and local certifications (e.g., professions/occupations/activities)
 - 5.5 Licenses and permits (e.g., city/county license, sales permits)
 - 5.6 Insurance (e.g., worker's compensation/unemployment compensation)
6. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Summer Food/At-Risk Afterschool Meal Programs
Program Contact: Paige Anderson, Retail Food Program Manger
Address: 930 Wildwood Drive, PO Box 570, Jefferson City, MO 65102
Phone: 573-751-6095
Email: BEHS.SUMMERFOOD@health.mo.gov

7. The Contractor shall provide contact information for key personnel for the purpose of SFSP and At-Risk. Information required includes, but not limited to, key personnel name, contact phone number, contact email, and role. Key personnel must include lead environmental staff/supervisor and administrator or director. Key personnel can include fiscal personnel or others deemed necessary by the Contractor.
8. **TRAINING**
 - 8.1 The Department will provide training prior to the start of this agreement. The training will present the agreement and its deliverables, inspection requirements, and reimbursement requirements.
 - 8.2 The Contractor shall ensure staff responsible for conducting inspections attend one of the training opportunities.
 - 8.3 The Contractor shall ensure staff responsible for conducting inspections are trained to conduct retail food inspections and meet the qualifications for *Public Health Associate*,

Officer, Specialist, Supervisor, or Manager job classes as posted on the Office of Administration's website at <https://pers.oa.mo.gov/careers/public-health-services/environmental-public-health>.

8.4 The Contractor will be the point of contact for Summer Food and At-Risk Site staff concerning food safety. The Contractor will provide education and technical assistance to site staff to promote food safety.

9. **SFSP SITE IDENTIFICATION**

9.1 The Contractor is responsible for identifying all SFSP meal production and meal service sites operating in their jurisdiction. Information regarding identification of SFSP meal production and meal service sites can be found in 9.3.

9.2 The Contractor is responsible for researching operational details of all SFSP meal production and meal service sites operating in their jurisdiction. This includes but is not limited to location, hours of operation, menu, and central kitchens.

9.3 The Department will provide an interactive web site at <https://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/> to assist the Contractor in their research. It is recommended that this website be monitored weekly as sites will be added throughout the summer.

9.4 The Contractor shall print the site information from the website stated in 9.3. The inspection should be completed within ten (10) business days of date the information was printed. This information page shall be supplied with each inspection report when submitting for review.

9.5 To further assist the Contractor with site identification and operational details, the Department will offer virtual office hours at least once per month in June, July, August, and September via Webex. Webex meetings will be scheduled and information for the meetings will be distributed by Bureau of Environmental Health Services (BEHS) staff via listserv emails.

10. **AT-RISK SITE IDENTIFICATION**

10.1 At-Risk site information will be delivered to the Contractor by the Department via email as it is received from the Bureau of Community Food and Nutrition Assistance (CFNA).

10.2 The Contractor is responsible for gathering additional operational details of all At-Risk meal production and meal service sites operating in their jurisdiction. This includes, but is not limited to location, hours of operation, and menu.

10.3 The inspection must be completed within ten (10) business days of the date the Department sends the At-Risk site information email to the Contractor. The email notification that is provided by the Department shall be supplied with each inspection report when submitting for review.

10.4 To further assist the Contractor with site information and operational details, the

Department will offer virtual office hours at least once per month in June, July, August, and September via webex. Webex meetings will be scheduled and information for the meetings will be distributed by BEHS staff via listserv.

11. **INSPECTION OF SITES**

- 11.1 The Contractor shall perform food safety inspections at SFSP sites, At-Risk sites, and associated food service management companies, including schools that prepare food for off-site service locations.
- 11.2 The Contractor is not required to perform food safety inspections at schools already under inspection that sponsor SFSP and At-Risk sites under this agreement, unless the personnel preparing the food is different from those preparing food during the school year.
- 11.3 The Contractor shall conduct food safety inspections as outlined in Section 2.0 Food Safety of the Environmental Health Operational Guidelines (EHOG), available at: <http://health.mo.gov/atoz/ehog/index.php>.
- 11.4 When conducting inspections, the Contractor shall utilize and apply 19 CSR 20-1.025, the Missouri Food Code, or an equivalent local food code.
- 11.5 The Contractor shall ensure adulterated and misbranded foods are removed from commerce in accordance with Chapter 196 RSMo.

12. **INSPECTION TIME REQUIREMENTS**

- 12.1 The Contractor shall conduct food safety inspections within the time frames listed below:
- 12.2 The start time of the inspection for a central kitchen site (a site where the food is prepared, not serving food to children) must be within two (2) hours prior to service start time listed on the initial notification;
- 12.3 The start time of the inspection for a self-prep site (a site where the food is prepared and served at the same location) must be within two (2) hours prior to service or during service hours;
- 12.4 The start time of the inspection for a vended (a site where the food is served to children, no preparation/cooking of food) site must not exceed thirty (30) minutes prior to the start of service;
- 12.5 The time spent conducting an inspection of a central kitchen or self-prep sites must be a minimum of thirty (30) minutes.
- 12.6 There is no minimum time requirement for vended sites.

13. **INSPECTION REPORTS**

- 13.1 The Contractor shall use the inspection report form E6.39, "Food Safety Inspection Report Form for Summer Food And At-Risk Sites," provided by the Department, for

inspections and follow-up inspections. The Contractor shall use the E6.07 sanitation observation form or the E6.39 inspection report form for attempted inspections.

- 13.2 The Contractor shall complete the E6.39 inspection report form in its entirety. A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, including the time and temperature when food arrived at the site and explanation of approval when food is out of temperature, and shall list the menu items and the temperatures of these foods. Attempt inspections documented on the E6.39 inspection report form or the E6.07 sanitation observation form shall have site information, date of attempt, and time in/time out. Incomplete inspection reports may not be reimbursable.
- 13.3 The Contractor can obtain the E6.39 inspection report form and the E6.07 sanitation observation form through the Department's warehouse at <http://health.mo.gov/warehouse>.
- 13.4 The Contractor shall provide a printed information page with their SFSP inspection report that contains the site information. The information page can be printed from the website <https://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/>. The inspection report should be completed within ten (10) business days of when the information was printed.
- 13.5 The Contractor shall provide the email that is sent by the Department for each At-Risk site. The inspection must be completed within ten (10) business days of the date the Department sends the At-Risk site information email to the Contractor.

14. **FOLLOW-UP INSPECTIONS**

- 14.1 The Contractor shall conduct follow-up inspections to verify correction of priority violations that were not corrected during the initial inspection.
- 14.2 The Contractor shall conduct the follow-up inspections according to the EHOOG or to the local public health agency's written plan.

15. **ATTEMPTED INSPECTIONS**

- 15.1 If the Contractor attempts to inspect facilities or vended sites that are either no longer operating or have changed their hours of operation, the Contractor shall document their inspection attempt(s) on an E6.07 sanitation observation form or an E6.39 inspection report form.
- 15.2 Attempted inspection documentation must clearly record the date, time, and location of attempted the site visit.
- 15.3 Site visits that match the Department's records regarding a facility or vended site's location and hours of operation will be credited as an attempted inspection.
- 15.4 The Contractor can obtain the E6.39 inspection report form and the E6.07 sanitation observation form through the DHSS warehouse at <http://health.mo.gov/warehouse>.

15.5 If the Contractor is having difficulty locating sites, contacting site operators, or other general site questions, the Contractor may contact the Bureau of Community Food and Nutrition Assistance (CFNA) at SFSP@health.mo.gov.

16. REIMBURSEMENT AMOUNT

16.1 The Department will reimburse the Contractor a maximum amount of \$ 2,250.00 for their successful participation in food safety inspections and priority violation correction in food preparation and service at SFSP and At-Risk meal production and meal service sites.

16.2 The maximum reimbursement amount is determined by the Department using a formula that considers availability of funds, population of the Contractor's jurisdiction, and the predicted number of facilities and sites in the Contractor's jurisdiction. Schools already under inspection that sponsor SFSP and At-Risk sites will be excluded from this calculation, unless the personnel preparing the food is different from those preparing food during the school year.

16.3 To receive the maximum reimbursement amount, the Contractor shall provide inspection coverage and meet quality assurance goals as stated below.

16.3.1 The Contractor shall inspect or attempt to inspect a minimum of 90% of the SFSP and all At-Risk facilities or sites in the Contractor's jurisdiction.

16.3.2 The Department will perform a desk inspection report audit of completed work and assign an overall inspection report audit rating of 0-100%. The Contractor shall achieve an overall inspection report audit rating of at least 80% to receive the maximum reimbursement amount. The Department shall share a copy of the desk inspection report audit ratings tool with the Contractor as a part of the Department administered training under 8.1.

16.4 If the Contractor fails to meet inspection coverage and quality assurance goals stated in 16.3, but still provides substantial public health services in the execution of its inspections and priority violation correction efforts as determined by the Department, the Department may, at the Department sole discretion, elect to reimburse the Contractor one-half the maximum reimbursement total stated in 16.1.

16.5 If the Contractor fails to meet inspection coverage and fails to provide substantial public health services, they will not be reimbursed the amount stated in 16.1.

17. Invoices

17.1 The State of Missouri shall submit contract payments to the Contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the Contractor shall understand and agree the state reserves the right to make payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACHEFT payment information at <https://MissouriBUYS.mo.gov>.

- 17.2 The Contractor shall submit a single invoice for all work performed and reported during the contract period no later than October 16, 2024.
- 17.2.1 The Contractor may not submit more than one invoice, or submit an invoice later than October 16, 2024, unless the Contractor obtained prior written approval from the Department.
- 17.2.2 The Contractor may submit its request for an extension to BEHS.SUMMERFOOD@health.mo.gov. Extensions are granted at sole discretion of the Department. An extension may not exceed the date of October 31, 2024.
- 17.3 The Contractor shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of “SFSP24ALL”.
- 17.3.1 The invoice shall be accompanied by all completed E6.39 inspection report forms and E6.07 sanitation observation forms, as well as the site information for each inspection report as stated in 9.4 and 10.3.
- 17.3.2 The Contractor shall remit all forms to:

Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: Paige Anderson
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102
- 17.4 If the Department denies a Contractor’s request for payment, the Department shall provide the Contractor with written notice of the reason(s) for the denial.
- 17.5 The Department will not reimburse the Contractor based on any invoice that the Contractor does not submit in accordance with the requirements as set out in this agreement. The Contractor may also not be reimbursed if the Contractor does not comply with the requirements listed in section 16 Reimbursement Rate.
18. **AMENDMENTS**
- 18.1 Any changes to this agreement shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.
19. **MONITORING**
- 19.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 19.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract

period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

20. **DOCUMENT RETENTION**

- 20.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 20.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 20.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 20.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 20.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

21. **CONFIDENTIALITY**

- 21.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 21.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

22. **LIABILITY**

- 22.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 22.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 22.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

23. **PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

- 23.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 23.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

- 23.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 23.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 23.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

24. AUTHORIZED PERSONNEL

- 24.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 24.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 24.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 24.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business

status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- 24.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 24.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 24.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 24.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

25. **TERMINATION**

- 25.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 25.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 25.1.2 A change in federal or state law relevant to this contract occurs; or
 - 25.1.3 A material change of the parties to the contract occurs; or
 - 25.1.4 By request of the Contractor.
- 25.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 25.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 25.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

- or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Food Safety Assurance for Summer Food Service Program and At-Risk Afterschool Program Site Inspections and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____	_____
Signature of Notary	Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor’s name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
- d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/18/2024 **SPONSOR:** Jeanie Lauer

To be completed by the County Counselor's Office:

NUMBER: 21589 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: Deb Sees **PHONE:** 816-797-7162

EMAIL: dsees@jacksongov.org

DEPARTMENT: Environmental Health

TITLE: Authorize the County Executive to execute a participation agreement for the Summer Food and At Risk Afterschool Inspection Program with the Missouri Department of Health and Senior Services. Also, the business entity information sheets will need to be filled out. Environmental Health will be reimbursed up to \$2250.00 for inspections performed.

SUMMARY:

Environmental Health has participated in this program for at least 23 years. The program provides free lunches for children during the summer break.

FINANCIAL IMPACT: NO

YES

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: AUTHORIZE

ATTACHMENT(S):

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION amending Rule 7 of the Rules of the Legislature relating to the Sergeant at Arms.

RESOLUTION NO. 21590, March 18, 2024

INTRODUCED BY Sean E Smith, County Legislator

WHEREAS, it is in the best interests of the health, safety, and welfare of the citizens of Jackson County that the Legislature adopt reasonable rules regarding decorum and public testimony at legislative meetings; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that Rule 7 of the Rules of the Jackson County Legislature be and is hereby amended to read:

RULE SEVEN. Sergeant at Arms.

A. Duties. The Sheriff of Jackson County, or a designated deputy Sheriff, shall serve as the Sergeant at Arms at all meetings of the Legislature.

The Sergeant at Arms shall preserve order at the direction of the Chair.

B. Order at Legislative Meetings.

The order of the meetings of the Legislature shall follow the rules as outlined below.

1. Members of the public are welcome and encouraged to attend all meetings of the Legislature and its Committees.

2. Members of the public may videotape, audiotape, and take still photographs of legislative meetings, as long as they do so in an unobtrusive fashion. The Chairman may designate a portion of the legislative chambers for videotaping or the taking of photographs. If the Chairman does so, that activity may only be conducted from the designated

area.

3. If any person wishes to display a sign, poster, or placard at a legislative meeting, that person may do so only in a manner that does not obstruct the view of any other attendee at the meeting or otherwise disrupt the proceedings. Anyone wishing to display a sign, poster, or [a] placard during a meeting should announce [his or her] their intention to do so to the Sergeant at Arms prior to the meeting. The back of the assembly area is the preferred location for the display of signs, posters, and placards. If the Chairman determines that a person is displaying a sign, poster, or placard in a manner that obstructs the view of another or otherwise disrupts the proceedings, the Chairman may authorize the Sergeant at Arms to ask the person to relocate or leave the assembly area. (Resolution #16590 adopted 03/31/2008).
4. Members of the public located in the legislative chambers area will maintain decorum throughout the meetings. This includes but is not limited to remaining seated, refraining from yelling or noisemaking, and following the directions of the Chairman and the Sergeant at Arms.
5. If any person wishes to testify to the Legislature during a public hearing, their testimony cannot exceed 5 minutes in length and must be on the subject matter of the public hearing as noticed.
6. If any person violates these rules, the Sergeant at Arms, at the direction of the Chairman, may preserve order by asking that person to refrain from the behavior creating the violation or may ask that person to vacate the legislative chambers.

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Mar 13, 2024 16:29 CDT)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21590 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/18/2024 **SPONSOR:** Sean E. Smith

To be completed by the County Counselor's Office:

NUMBER: 21590 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: Theresa Bullington **PHONE:** 816-881-3213

EMAIL: tbullington@JACKSONGOV.ORG

DEPARTMENT: County Counselors Office

TITLE: A RESOLUTION amending Rule 7 of the Legislature relating to the Seargeant of Arms..

SUMMARY:

RULE SEVEN. Sergeant at Arms.

A. Duties. The Sheriff of Jackson County, or a designated deputy Sheriff,

shall serve as the Sergeant at Arms at all meetings of the Legislature. The Sergeant at Arms shall preserve order at the direction of the Chair.

B. Order at Legislative Meetings.

The order of the meetings of the Legislature shall follow the rules as outlined below.

1. Members of the public are welcome and encouraged to attend all meetings of the Legislature and its Committees.

2. Members of the public may videotape, audiotape, and take still photographs of legislative meetings, as long as they do so in an unobtrusive fashion. The Chairman may designate a portion of the legislative chambers for videotaping or the taking of photographs. If the Chairman

FINANCIAL IMPACT: NO

YES

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED:

ATTACHMENT(S):

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing and installation of audio-visual equipment at the Eastern Jackson County Courthouse for use by the County Legislature to Harvest AV Solutions of Kansas City MO, under the terms and conditions set forth in Circuit Court of Jackson County, Missouri Contract No. 2353-19-25, an existing government contract, at an actual cost to the County not to exceed \$62,934.00.

RESOLUTION NO. 21591, March 18, 2024

INTRODUCED BY Jeanie Lauer, Megan L. Marshall, Jalen Anderson, Donna Peyton, Manuel Abarca IV, Venessa Huskey, Charlie Franklin, DaRon McGee, and Sean E. Smith, County Legislators

WHEREAS, the County Legislature has a need to purchase audio-visual equipment for use in the Eastern Jackson County Courthouse Legislative Chambers; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing and installation of audio visual equipment at the Eastern Jackson County Courthouse for use by the County Legislature to Harvest AV Solutions of Kansas City, MO, under the terms and conditions set forth in the Circuit Court of Jackson County, MO Contract No. 2353-19-25, an existing government contract, at an actual cost to the County not to exceed \$62,934.00; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing is required to submit to the Legislature for approval any purchase under an existing government contract which exceeds \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends award to Harvest Productions, under the existing government contract due to the higher volume discounts offered to larger entities; now therefore,

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

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Mar 13, 2024 16:29 CDT)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21591 of March 18, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 0201 56733
ACCOUNT TITLE: General Fund
Clerk of the County
Audio/Video Services
NOT TO EXCEED: \$62,934.00

03/14/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Mar 14, 2024 08:34 CDT)
Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: 03/18/2024 **SPONSOR:** Jeanie Lauer

To be completed by the County Counselor's Office:

NUMBER: 21591 **ASSIGNED MEETING DATE:** 03/18/2024

STAFF CONTACT: Cindy Wallace **PHONE:** 816-881-3312

EMAIL: cwallace@jacksongov.org

DEPARTMENT: Legislative Auditor's Office

TITLE: Authorizing the purchase of Audio/Visual Equipment for the Eastern Jackson County Courthouse Legislative Chambers from Harvest Productions of Kansas City, Missouri under the terms and conditions of the Circuit Court of Jackson County, Missouri's Contract No. 2353-19-25.

SUMMARY:

The County Legislature needs to purchase Audio/Visual Equipment for the Eastern Jackson County Courthouse, Legislative Chambers, per project proposal P-1593 in the amount of \$62,933.75.

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Audio/Visual Equipment from Harvest Productions of Kansas City, Missouri under the terms and conditions of the Circuit Court of Jackson County, Missouri's Contract No. 2353-19-25, an existing government contract. The Director of Finance and Purchasing recommends the purchase be made under this contract due to the higher volume discounts offered to larger government entities and/or buying groups.

FINANCIAL IMPACT: NO

YES

Amount	Fund	Department	Line-Item Detail
<u>\$ 62,934.00</u>	<u>001</u>	<u>0201</u>	<u>56733</u>

ACTION NEEDED: AUTHORIZE

ATTACHMENT(S): Harvest/AV Solutions Project # P-1593 - January 30, 2024
Circuit Court of JCMO Extension of Contract Letter for contract 2353-19-25
Circuit Court of JCMO Letter of Award for contract 2353-19-25



Proposal To:
Jackson County, Missouri

For:
Independence Legislative Chamber

January 30, 2024

Prepared By:
Jason Holmes

Project Number P-1593

LEGISLATIVE CHAMBER

A/V SYSTEM

QTY	DESCRIPTION	NOTES	MSRP	PRICE	PRICE EXT
1	Datavideo SEB-1200	Kit includes: SE-1200MU and RMC-260.	\$2,098.00	\$1,678.40	\$1,678.40
3	Datavideo PTC-140W	White 20x HD/SD-SDI and HDMI PTZ cam..	\$999.00	\$799.20	\$2,397.60
1	Datavideo RMC-300A	Control up to 24 PTZ cameras via IP or 8 ..	\$1,299.00	\$1,039.20	\$1,039.20
1	Datavideo HDR-1	Standalone H.264 USB recorder with HDMI i...	\$499.00	\$399.20	\$399.20
3	Datavideo WM-1-W	White verison of a professional wall moun...	\$109.00	\$87.20	\$261.60
1	Datavideo CB-42	Tally cable to connect the SE-500HD/SE-500M	\$10.00	\$8.00	\$8.00
1	LG Electronics 43UR640S9UD	43" 3840 x 2160 UHD Commercia.	\$693.00	\$554.40	\$554.40
2	Chief PNRUB	LFP FOUR ARM DUAL UNIVERSAL	\$972.00	\$777.60	\$1,555.20
1	Chief LTM1U	Micro-Adjust Tilt Wall Mount Large	\$384.00	\$307.20	\$307.20
3	LG 65UR640S9UD	65" 3840 x 2160 UHD Commercial Lite LED b..	\$1,400.00	\$1,120.00	\$3,360.00
2	Extron Electronics 60-1755-13	Two Input DTP Transmitter for ...	\$1,280.00	\$1,024.00	\$2,048.00
1	Extron Electronics 60-1481-01	DA4 HD 4K Four Output HDMI D..	\$1,160.00	\$928.00	\$928.00
3	Extron Electronics 60-1271-13	DTP HDMI 4K 230 Rx HDMI Twist.	\$570.00	\$456.00	\$1,368.00
1	Extron Electronics 60-1271-12	DTP HDMI 4K 230 Tx HDMI Twist.	\$570.00	\$456.00	\$456.00
1	Extron Electronics 60-190-10	1U 6" Deep Universal Rack Shelf...	\$174.00	\$139.20	\$139.20
1	QSC I/O USB Bridge	Q-SYS PoE bridging endpoint for AV-to-U...	\$2,085.00	\$1,668.00	\$1,668.00
1	QSC TSC-710t-G3	Table top mounting accessory for TSC-70-G...	\$455.00	\$364.00	\$364.00
1	QSC SLQUD-110-P	Q-SYS Core 110 UCI Deployment Software ...	\$235.00	\$188.00	\$188.00
1	QSC SLQBR-P	Q-SYS AV Bridging feature license. One license i...	\$670.00	\$536.00	\$536.00
1	QSC NC-20x60	20x Optical Zoom 60° Horizontal Field of View, ...	\$5,545.00	\$4,436.00	\$4,436.00
1	QSC NS26-300+	26-port network switch preconfigured for Q-...	\$2,995.00	\$2,396.00	\$2,396.00
1	QSC PTZ-WMB1	Accessory Wall Mount Bracket for PTZ Camera.	\$155.00	\$124.00	\$124.00
1	Middle Atlantic UPS-S1000R	UPS STD 1000VA	\$1,238.00	\$990.40	\$990.40
1	Shure QLXD24/B58-G50	Beta 58® Vocal System	\$1,399.00	\$1,119.20	\$1,119.20
1	Shure QLXD14/85-G50	WL185 Lavalier Microphone System	\$1,427.00	\$1,141.60	\$1,141.60
1	Shure ULXD8=G50	Wireless gooseneck microphone base for ...	\$774.00	\$619.20	\$619.20
1	Shure MX410LPDF/C	10" Shock-Mounted Gooseneck with Bi-...	\$352.00	\$281.60	\$281.60
2	Decimator Design MD-LX	HDMI/SDI Converter	\$99.00	\$79.20	\$158.40
2	Decimator Design MD-HX	HDMI/SDI Cross Converter w/ Scalin...	\$295.00	\$236.00	\$472.00
1	Harvest AV Solutions	Misc. cable and connectors		\$2,500.00	\$2,500.00
A/V SYSTEM TOTAL					\$61,754.40
EQUIPMENT TOTAL					\$33,494.40
LABOR TOTAL					\$28,260.00
FREIGHT					\$1,179.35
LEGISLATIVE CHAMBER TOTAL					\$62,933.75



ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

50% Deposit due upon acceptance of proposal. A deposit is required before equipment will be ordered.
 40% Progress upon completion or monthly progress billing.
 10% Final payment upon commissioning of system to owner.

EQUIPMENT TOTAL	\$33,494.40
LABOR TOTAL	\$28,260.00
FREIGHT	\$1,179.35
SUBTOTAL	\$62,933.75
TOTAL TAX	\$0.00
PROJECT TOTAL	\$62,933.75

TERMS

ELECTRICAL: Unless specified, any electrical power installation and requirements for the proposed system are not included in this contract and must be provided by a licensed Electrical Contractor. Jackson County, Missouri can provide a licensed electrical contractor or Harvest AV Solutions can provide that service through our sub-contract network for an additional cost.

WARRANTY: Harvest AV Solutions will warranty the proposed system in its entirety for one (1) year from completion. Harvest AV Solutions will warranty the workmanship of the proposed system for a period of five (5) years from the date of completion. Additional warranties or service maintenance agreements can be purchased and implemented at the client's request. **Any existing equipment reutilized for the proposed system will not be warrantied.**

I accept this proposal and hereby authorize Harvest AV Solutions to proceed with the installation of the included systems at the facilities of Jackson County, Missouri constructing at Kansas City, MO as described in the totality of this document. I further authorize Harvest AV Solutions to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Harvest AV Solutions. Project cost and pricing are dependent upon a continual flow of work without interruption. If delays are imposed by Jackson County, Missouri or their staff, construction, other building trades or any other party, additional costs may be incurred by Jackson County, Missouri from Harvest AV Solutions. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Jackson County, Missouri and Harvest AV Solutions. This proposal is valid only if accepted in writing by Jackson County, Missouri and deposit payment received. This proposal is valid for 30 days.

ACCEPTANCE

JACKSON COUNTY, MISSOURI

SIGNED

DATE

PRINT NAME

TITLE

HARVEST AV SOLUTIONS

SIGNED

DATE

PRINT NAME

TITLE

PROJECT SUMMARY

LOCATIONS

LEGISLATIVE CHAMBER

TOTAL

\$61,754.40

SYSTEMS

A/V SYSTEM

TOTAL

\$61,754.40

SHIPPING, TAXES AND OTHER FACTORS MAY NOT BE REPRESENTED HERE AND WILL APPEAR ON THE ACCEPTANCE PAGE



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

Date: August 14, 2023

RE: Extension of contract 2353-19-25

This letter shall serve as notification of the Circuit Court's desire to renew Contract 2353-19-25, For Audio/Visual Services and Maintenance for a 1 year period per the renewal terms of the original bid document.

This is the second (2) renewal of three (3) possible renewals of this contract.

All terms and conditions contained in the original agreement are incorporated into this contract renewal as more fully set forth herein.

Bid/Contract Number: 2353-19-25

Commodity: Audio Visual for Sound Systems and Visual Components

Contract Extension Term: August 28, 2023 through August, 27 2024.

Using Department: Court Services

Department Director: Greg Paszkiewicz

Buyer: Terry Shepard

Vendor Contact: Jason Holmes 816-483-3889 X108 Cell 816-4878

Susan Surman 816-612-8170

Repair of Sound Systems /Audio Video and New Installations

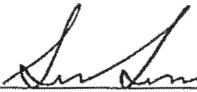
Escalation Costs allowed per contract for Prevailing Wage increases and equipment upgrades, changes of equipment and costs associated with the changes, justifications required to be approved by the Circuit Court.

LETTER OF CONTRACT EXTENSION

Bid Number: 2353-19-25

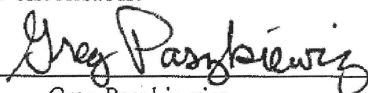
Description	Current Cost of Rate	Proposed Cost same or adjusted Request	Comment or Justification (vendor may attach a separate sheet if space is needed)
Trip Charge Overtime Hours Holiday Hours	.00 .00 .00	No Change	
Trip charge for Non-Warranty Calls Normal Working Hours Holiday Rate	95.00 95.00 142.00	<i>No change</i>	
Percentage Markup Above Manufacture's Material Cost Contractor must provide their material invoice to support the charge for the percentage markup if requested.	20%	20%	To remain the same for contract life.
New Installations Labor: Vendor must be all inclusive, including but not limited to: Implementation i.e. drawings, lifts, bonding, insurance, engineering, programming etc.	Regular Hours \$97.50 Overtime Rate \$146.25 Holiday Rate \$146.25	<i>No change</i>	
Current Prevailing Wage Order: Occupational Title: Communications Technician Section 048	Prevailing Wage 28 Section 048	Prevailing Wage #30 Section 048	

I hereby do agree to renew the existing contract for the terms listed above or as requested changes approved by the Circuit Court. All terms and Conditions of the original Contract #2353-19-25 Remain the same.

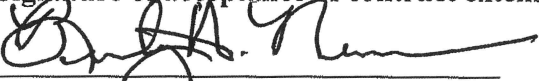
Authorized Vendor Signature:  Date: 8/17/23

Printed Name and Title: Susan Surmon, President
Vendor requesting increases must include justification below or in Comment Section: Vendor may add an additional sheet if necessary.

Signature for initiation of contract extension:

As Director of Court Services I  hereby request the initiation of renewal of this extension.
Greg Paszkiewicz

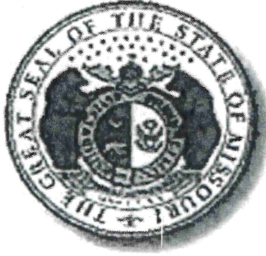
Signature of acceptance of contract extension:

 Date: September 5, 2023
Beverly Newman, Court Administrator

Sincerely,

Terry Shepard
Assistant Director of Purchasing
Circuit Court of Jackson County
Phone: 816-881-1309
E-Mail tshepard@courts.mo.gov

See complete Contract attached as back up to Resolution #21457.



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 tsheward@courts.mo.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Shepard".

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

Contract Award accepted by:  Date: 5/14/19 as authorized signature of
Harvest Productions