

Request for Legislative Action

Res. No.: 20903
Sponsor: Tony Miller
Date: March 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20903
Sponsor(s):	Tony Miller	Legislature Meeting Date:	3/14/2022

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution authorizing the Director of Finance and Purchasing to execute a two-year extension with 201 Lexington, LLC, of Independence, MO, for the furnishing of office space under the terms and conditions of Request for Proposals No. 13-17, at a cost to the County for 2022 not to exceed, \$40,452.50, and \$113,775.00 over the life of the lease.

Request Summary
Request for Proposals 13-17 was issued by the Purchasing Department in 2017 seeking proposals to provide office space for county operations for a term of five years with the option of two additional years to house County Clerk and legislative offices.
Resolution 19475 awarded the initial five-year lease to 201 Lexington, LLC, of Independence, MO.
The County is satisfied with the office space and would like to exercise the two-year renewal option in a form approved by the County Counselor for the period of April 15, 2022 through April 14, 2024 under the same terms and conditions of RFP 13-17 with base rent of \$56,887.50 per year, at a cost to the County for 2022 not to exceed \$40,452.50, and a cost of \$113,775.00 over the life of the two-year extension.

Contact Information			
Department:	County Legislature	Submitted Date:	3/2/2022
Name:	Crissy Wooderson	Email:	CWooderson@jacksongov.org
Title:	Legislative Auditor	Phone:	816-881-3310

Budget Information	
Amount authorized by this legislation this fiscal year:	\$40,453
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$40,453
Is it transferring fund?	No
Single Source Funding:	

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Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	0112 (Legislature as a Whole)	56620 (Rent - Buildings)	\$40,453

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Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19475	May 1, 2017

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is for real property	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> 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. 	

Request for Legislative Action

History

Crissy Wooderson at 3/2/2022 1:47:46 PM - [Submitted |]
Department Director: Mary Jo Spino at 3/2/2022 2:07:46 PM - [Approved | mjs]
Finance (Purchasing): Barbara J. Casamento at 3/2/2022 3:03:06 PM - [Approved |]
Compliance: Katie M. Bartle at 3/3/2022 9:44:06 AM - [Returned for more information | 201 Lex LLC is not in compliance. KMB]
Submitter: Crissy Wooderson at 3/4/2022 3:48:51 PM - [Submitted |]
Department Director: Mary Jo Spino at 3/4/2022 4:04:15 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 3/7/2022 8:59:15 AM - [Approved |]
Compliance: Katie M. Bartle at 3/7/2022 9:29:48 AM - [Approved |]
Finance (Budget): Mark Lang at 3/7/2022 10:21:05 AM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 3/7/2022 10:40:40 AM - [Approved |]
Legal: Elizabeth Freeland at 3/7/2022 12:59:41 PM - [Returned for more information | Previous legislation date/# does not match. Thx!]
Submitter: Crissy Wooderson at 3/7/2022 2:07:19 PM - [Submitted | Corrected prior legislation to reflect Resolution 19475 5/1/2017]
Department Director: Mary Jo Spino at 3/7/2022 2:40:16 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 3/7/2022 3:00:21 PM - [Approved |]
Compliance: Katie M. Bartle at 3/7/2022 3:36:10 PM - [Approved |]
Finance (Budget): Mark Lang at 3/8/2022 1:00:26 PM - [Approved |]
Executive: Sylvya Stevenson at 3/8/2022 1:45:14 PM - [Approved |]
Legal: Elizabeth Freeland at 3/10/2022 10:35:26 AM - [Approved |]

From: Phyllis Branstetter <pbranstetter@yahoo.com>
Sent: Monday, January 31, 2022 2:31 PM
To: Crissy Wooderson
Cc: Cindy L. Wallace
Subject: EXTERNAL Re: 201 W Lexington Lease

WARNING: This email originated outside of Jackson County.
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

We have received your notice of intent to exercise the Option To Renew the lease for an additional two years at the same terms and conditions.

Thank you.

Phyllis Branstetter
Licensed Real Estate Agent
ERA McClain Brothers
14500 E. 42nd Street, Suite 100
Independence, MO 64055
Office: 816-836-2555
Cell: 816-564-7910
Fax: 816-836-0008

On Tuesday, January 25, 2022, 03:29:03 PM CST, Crissy Wooderson <cwooderson@jacksongov.org> wrote:

Phyllis,

As you are aware the lease term for office space at 201 W Lexington expires April 14, 2022. Section 36 of the lease provides for the option to renew for two years immediately following the initial term at the same terms and conditions with 60 days' written notice to Landlord prior to the end of the initial Lease term.

Please consider this communication as notice of the intent to seek legislative approval to exercise the option to renew for two years or the period of April 15, 2022 through April 14, 2024 and acknowledge your receipt of said notice. A copy of the lease is attached for your reference.

Crissy Wooderson

Legislative Auditor

OFFICE LEASE

This lease ("Lease") is made as of the 15th day of APRIL, 2017 (the "Execution Date"), between 201 LEXINGTON, L.L.C., as "Landlord", and Jackson County, Missouri as "Tenant."

For and in consideration of the rents, covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises (hereinafter defined) upon the following terms and conditions:

1. TERM.

The term of this Lease ("Term" or "Lease Term") shall be five (5) years, commencing as of the 15th day of April 2017 ("Commencement Date"), unless adjusted as hereinafter provided; and ending on the 14th day of April, 2022, unless sooner terminated as hereinafter provided.

2. LEASED PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises, consisting of an area of approximately 4,551 square feet of net rentable space ("Premises" or "Leased Premises"), which shall be designated as Suite 200, located on the second floor in that building located at 201 West Lexington Avenue, Independence, Missouri ("Building") containing 18,972 total net rentable square feet and Tenant's proportionate share is twenty-four point three percent (24.3%).

3. RENT.

Tenant agrees to pay Landlord rent as follows:

A. Base Rent. Fifty-Six Thousand Eight Hundred Eighty-Seven and 50/100 Dollars (\$56,887.50) per year, payable in monthly installments in advance, due on or before the 15th day of each month, during the Lease Term according to the following schedule:

Months One thru Sixty: The monthly base rent ("Base Rent") shall be: \$12.50 per sq. ft. = Four Thousand Seven Hundred Forty and 62/100 Dollars (\$4,740.62)

B. Additional Rent. N/A

C. All Base Rent and Additional Rent (both Base Rent and Additional Rent are herein included in the term "Rent") due hereunder shall be due and payable on the fifteenth day of each month in U.S. dollars without notice or demand, both of which are hereby expressly waived; and without offset or counterclaim, except as herein specifically provided otherwise. Tenants pro rata share of any item under this Lease shall be that percentage which the net rentable square feet of space in the Leased Premises bears to the total net rentable square feet of space in the Building. All Rent shall be payable to 201 LEXINGTON L.L.C. at 308 West Maple Avenue, Suite 204, Independence, Missouri 64050 or at such address as Landlord may from time to time direct in the manner required hereunder for giving notice. If any Rent is not paid within five (5) days after the same is due, Tenant shall pay to Landlord a late payment fee to compensate

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JUN 7 2017
MARY JO SPINO
COUNTY CLERK

4. USE.

Tenant agrees that it shall use the Leased Premises solely for general office use and for no other purpose without the Landlord's prior written consent. Tenant agrees that it will not do or permit anything to be done in or about the Leased Premises or in the Building which will in any way obstruct or interfere with the rights of any other tenant or occupant of the Building, or injure or annoy them or disturb their quiet enjoyment, or interfere with any services to be provided to any common areas or to any other tenant within the Building, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, or in any manner which might injure or tend to injure, impair or tend to impair, the character, reputation or appearance of the Building, or any part thereof or which may invalidate or increase the premium cost of any insurance carried on the Building. Tenant shall not commit waste in, on or about the Leased Premises or the Building.

5. SERVICES.

A. Landlord shall provide: (i) access to the Building during normal business hours ("Normal Business Hours") which shall be Monday through Friday, from 7:00 a.m. to 6:00 p.m., exclusive of nationally recognized holidays and (ii) appropriate elevator services for the Building during Normal Business Hours and at all other times shall provide what Landlord deems to be sufficient elevator service, subject always to reasonable security requirements, to permit Tenant reasonable access to the Leased Premises; (iii) heat, ventilation and air conditioning during Normal Business Hours at such temperatures and in such amounts as are considered reasonable by Landlord; (iv) electrical power to meet normal electrical power needs for normal office uses during Normal Business Hours including power for standard lighting or other lighting approved by Landlord as well as electrical consuming devices including typewriters, dictating equipment, calculating machines, personal computers, telephones and other machines of similar low electrical consumption; (v) security in the form of limited access to the Building during other than Normal Business Hours, in such form, as Landlord deems appropriate; (vi) reasonable janitorial services and normal trash removal two (2) times weekly minimum, exclusive of holidays.

B. If Tenant requests any additional services, Landlord may furnish such additional services to Tenant at Landlord's sole option, and at Tenant's sole cost and expense.

C. Landlord shall not be responsible or liable for any damage, loss or inconvenience resulting from failure to furnish any of the above services or any other services which Landlord agrees to provide. No failure to provide any such service or services shall constitute an eviction nor entitle Tenant to any reduction, offset, discontinuance or delay in the payment of any Rent or Additional Rent.

D. Tenant shall pay for the installation, use and maintenance of all its telephone and other communication services, subject to Landlord's right to direct and approve the location and method of installation of all wires and other equipment which are to be installed in the Building. Tenant shall have no right to install any portion of any such installation, other than normal wiring, outside of the Leased Premises.

6. REPAIRS, MAINTENANCE & ALTERATIONS.

A. Landlord agrees to maintain the structure, roof, exterior walls, exterior doors, exterior windows, public restrooms, elevators, all plumbing, heating, air conditioning and similar equipment, parking areas and the common areas of the Building.

B. Tenant shall make no alterations, improvements or changes to the Leased Premises or the Building or install any vending machines on the Leased Premises without Landlord's prior written

consent. Tenant shall be responsible for the Leased Premises and at Tenant's cost, shall keep it in a safe, neat and attractive condition. Tenant shall also pay for the repair and maintenance during the Lease Term of all special equipment or improvements installed in the Leased Premises.

C. Tenant shall not contract for any work or service which might interfere with Landlord's employees, agents or contractors doing work or performing services for the benefit of the Building or the Leased Premises. Any and all alterations to the Leased Premises shall become the property of Landlord upon termination of this Lease (except for movable equipment or furniture owned by Tenant), provided, however, that Landlord may solely at its option, require Tenant to remove at the end of the Lease Term, any and all leasehold improvements designated by Landlord and all fixtures, equipment and other property installed on or in the Leased Premises by Tenant and to thereafter restore the Leased Premises to the condition required herein.

7. LIENS.

Tenant shall not under any circumstances permit any mechanics', materialmen's, laborers' or other liens to be placed upon the Leased Premises or the Building and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Leased Premises or the Building. In the event any such lien is attached to the Leased Premises or the Building, Tenant shall immediately cause such lien to be released.

8. ASSIGNMENT & SUBLETTING.

Tenant shall not sell, assign, transfer or encumber this Lease, or any interest herein, voluntarily or involuntarily, by operation of law or otherwise, or sublet the Leased Premises or any part thereof, or allow any other occupant to come in, with or under Tenant, or use or occupy any portion of the Leased Premises, without in every instance, first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld. If Tenant shall request Landlord's consent to an assignment of this Lease or to a subletting of the whole or any part of the Leased Premises, Tenant shall first pay to Landlord the sum of \$100.00 as costs incurred in considering and evaluating such request, and shall also submit to Landlord with such request, the name of the proposed assignee or subtenant, such information concerning its business, financial responsibility and standing as Landlord may reasonably require, and a complete disclosure of all consideration to be paid for and the effective date of the proposed assignment or subletting. Upon receipt of such request and all such information by Landlord, Landlord shall have the right, exercisable by notice in writing to Tenant within five (5) business days thereafter, (i) if the request is for an assignment or a subletting of all the Leased Premises, to cancel and terminate this Lease; or (ii) if such request is to sublet a portion of the Leased Premises only, to cancel and terminate this Lease with respect to such portion. If Landlord exercises its rights hereunder, the effective date of such cancellation shall be set forth in Landlord's notice to Tenant, but such date shall not be earlier than the effective date of the proposed assignment or subletting nor later than sixty (60) days thereafter. Further, Tenant shall continue to pay to Landlord all Rent as herein otherwise provided, until the effective date of such cancellation, on which date Tenant shall surrender to Landlord, possession of the Leased Premises or the portion thereof subject to such cancellation. If this Lease shall be canceled as to a portion of the Leased Premises only, then Tenant's obligations to pay Rent as herein otherwise provided, shall be abated proportionately from and after the effective date of such cancellation, and Tenant shall pay to Landlord all costs incurred to construct a demising wall separating the canceled portion from the remainder of the Leased Premises.

If Tenant requests Landlord's consent to an assignment or subletting of this Lease, and if Landlord elects to consent thereto, an amount equal to the total of (i) all costs and fees incurred by

Landlord in implementing such assignment or subletting including reasonable attorneys' fees, and (ii) any consideration other than Rent paid Tenant by the assignee or subtenant for or in connection with such assignment or subletting shall be payable forthwith by Tenant to Landlord as Additional Rent.

9. CONSTRUCTION OF IMPROVEMENTS.

See paragraph 37, Landlord's Work.

10. ACCEPTANCE OF LEASED PREMISES.

Prior to Tenant's taking possession of the Leased Premises, Landlord or its designee and Tenant will walk the Premises for the purpose of reviewing the condition of the Premises (and the condition of completion and workmanship of any tenant improvements which Landlord is required to construct in the Premises pursuant to this Lease). Except as is expressly set forth in this Lease, Tenant agrees to accept the Leased Premises in its "as is" said physical condition without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same, subject to punchlist items and latent defects). No representations respecting the condition of the Leased Premises or the Building have been made by Landlord to Tenant other than as may be contained herein.

11. COMPLIANCE WITH APPLICABLE LAWS & INSURANCE REQUIREMENTS.

A. Tenant, at Tenant's expense, shall comply with all present and future laws, ordinances, orders, rules, regulations, and other governmental requirements of all federal, state, county and municipal authorities relating to the use, condition or occupancy of the Leased Premises, including, but not limited to the Americans with Disabilities Act and the Clean Air Act, and all rules, orders, regulations and requirements of any board of fire underwriters or insurance service office or any other similar body, having jurisdiction over the Building.

B. Tenant shall not do or commit, or permit to be done or committed, any act or thing which might cause any policy or policies of insurance written in connection with the Building or the property therein, to become void or suspended or which might cause the insurance risk on the Building, or the property therein, to be rendered more hazardous or otherwise increase the rate of premium for any such insurance over the rate in effect on the Commencement Date. Tenant shall pay to Landlord on demand as Additional Rent, the amount of any increase in premiums for the Building caused by any breach of this covenant.

12. LIABILITY AND SELF-INSURANCE OF TENANT.

Landlord shall not be liable to Tenant for any loss or damage to any person or property, including the person and property of Tenant, its employees, agents, servants, invitees or guests, occasioned by theft, the acts of any other Tenant or the acts of any employee or agent of any other Tenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, insurrection, picketing, mob actions, bombing, explosion, war, court order, latent defects, requisition or order of government authority, the construction, repair, maintenance or alteration on any part, improvement of the building as a whole, or any other cause not due to Landlord's willful act or gross negligence.

Tenant shall indemnify Landlord and save it harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at, or from the Premises of the occupancy or servants, invitees or guests. If Landlord shall be made a party to any action commenced against Tenant, the Tenant shall protect and

hold Landlord harmless and shall pay all costs, expenses and attorneys' fees incurred by Landlord as a result of an injury alleged to have occurred on the Premises.

Landlord shall throughout the term of this Lease, maintain fire and extended coverage insurance on the Premises in an amount equal to the full insurable value thereof, subject to any allowances for coinsurance rating provisions utilized by Landlord. Landlord shall also carry owner's public liability and property damage insurance coverage on the Premises with limits not less than \$1,000,000 combined single limits. Subject to the provisions hereof, all such insurance shall be for the sole benefit of the

Landlord and under its sole control. Landlord recognizes that Tenant is a self-insured governmental entity, and that Tenant, at Tenant's cost and expense, may maintain comprehensive general liability insurance with contractual and cross liability coverage protecting and indemnifying Landlord and Tenant against any and all claims of liability for injury or damage to person or property for the loss of life or of property occurring upon, in, or about the Premises, and the public portions of the building caused by, or resulting from, any act of omission (in whole or in part) of Tenant, its employees, agents, servants, invitees or guests; any such insurance to afford minimum protection during the term of this lease, or not less than \$1,000,000 for personal injury to any one person including death to more than one person arising out of any one occurrence and not less than \$1,000,000 with respect to property damage.

Any such insurance shall be effected under valid and enforceable policies; shall be issued by insurers of recognized responsibility and authorized to do business in the state; shall name the Landlord as an additional insured and shall contain a provision whereby the insurer agrees not to cancel without thirty (30) days prior written notice to Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with certificates of self-insurance or certificates evidencing the aforesaid Tenant's insurance coverage, together with evidence of payment of the premium and renewal policies of certificates therefore shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was therefore furnished. Notwithstanding the fact that any liability of Tenant to Landlord may be covered by Tenant's insurance or self-insurance, Tenant's liability shall in no way be limited by the amount of its insurance recovery. Landlord hereby waives all claims for recovery from Tenant for any loss or damage to Landlord or its property insured under valid and collectible insurance policies in the extent of the proceeds collected under such insurance policies; provided, however, that this waiver shall be effective only as allowed by the applicable insurance policy of Landlord. All merchandise and property in or about the Premises shall be at Tenant's risk, and Tenant does hereby now and forever release Landlord from any claims for damages thereto or any of same however caused.

13. LANDLORD'S USE OF BUILDING.

Landlord reserves the exclusive right to use the Building of which the Leased Premises is a part, and every part thereof, except the interior of the Leased Premises, for promotional purposes. Landlord reserves the right at all reasonable times to enter and be upon the Leased Premises for the purpose of examining same, to show the same to prospective purchasers and mortgagees, for cleaning, and to evaluate the need for repairs, alterations, additions, installations and removals as Landlord may deem proper or useful for serving the Leased Premises or the Building, and to enter and be upon the Leased Premises, through its agents, employees and contractors, at all reasonable times to repair, maintain, alter, improve and remodel the Leased Premises or the Building, or carry out any provision of this Lease. Tenant shall not be entitled to any compensation, damages, abatement or reduction in Rent on account of any such repairs, maintenance, alterations, improvements, remodeling or entry upon the Leased Premises as herein permitted. For a period of six (6) months prior to the expiration of this Lease, Landlord shall have the right to enter upon the Leased Premises at all reasonable times and exhibit the same to prospective tenants.

14. DAMAGE OR DESTRUCTION.

A. If the Leased Premises or the Building is materially damaged by fire or other casualty so that all or any portion of the Leased Premises is untenantable, even if the Leased Premises are not actually damaged, Landlord may, at its option, elect by written notice to Tenant either to repair or restore to same or terminate this Lease as of the date of such damage or destruction.

B. If Landlord does not terminate this Lease as provided under Paragraph A above, Landlord shall repair or restore the Leased Premises and/or the Building as promptly as reasonably possible and this Lease shall remain in full force and effect during the making of such repairs, except that if such loss or damage was not caused in whole or in part by the negligent act of Tenant or its Invitees, Rent shall be reduced in the proportion that the untenantable square foot area of the Leased Premises bears to the total square foot area of the Leased Premises, and such reduction shall continue until the damaged or destroyed portion of the Leased Premises is ready for occupancy. The foregoing provisions to the contrary notwithstanding, Landlord's obligation to repair, replace and restore the Leased Premises shall never exceed the scope of the work required to be done by Landlord at its cost in originally constructing the Leased Premises based on the Tenant Improvement Budget.

15. CONDEMNATION.

A. If the whole of the Leased Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall automatically terminate as of the date that possession shall be taken by or given to the condemning authority.

B. If only a portion of the Leased Premises or the Building of which it is a part or the site upon which it is located shall be so taken, or if any or all of the common areas comprising the Building are so taken, Landlord, at its option, may terminate this Lease as of the date that possession shall be taken by or given to the condemning or acquiring authority, upon giving written notice of termination to Tenant. If this Lease is not terminated, in connection with any condemnation or sale in lieu of condemnation as hereinbefore provided, all of the terms of this Lease shall continue in effect, provided however, that if any portion of the Leased Premises has been taken, then the Rent, or a fair and just proportion thereof, according to the nature and extent of the taking of the Leased Premises, shall be suspended or abated.

C. All compensation awarded or paid upon a total or partial taking of the Leased Premises or the Building shall belong to and be the property of Landlord without any participation by Tenant.

16. ABANDONMENT.

If Tenant shall vacate or abandon the Leased Premises or if Tenant should refuse or fail to take possession of the Leased Premises at the Commencement Date, Tenant shall be deemed to be in Default hereunder, and Landlord shall have the right to enter upon the Leased Premises and exhibit it to prospective tenants without notice, and to exercise all of Landlord's rights provided hereunder in event of a Default hereunder. Upon abandonment by Tenant, all personal property within the Leased Premises shall become property of Landlord, and Landlord may elect to retain or dispose of said personal property at Landlord's sole discretion. Should Landlord elect to dispose of said personal property, then the cost of disposal shall be first credited against any Security Deposit and then the remainder of any disposal fees shall be paid by Tenant within ten (10) days of receipt of Landlord's invoice.

17. PARKING.

Six (6) reserved parking spaces will be provided in the lot immediately South of the drive-thru bank for use by County employees as assigned by Tenant. Snow removal will be provided for that lot by Landlord at Landlord's expense.

18. DEFAULT.

Any failure by Tenant to (i) pay any sum of money due hereunder or (ii) perform or comply with any other covenant or agreement herein contained, including, but not limited to, the Rules and Regulations, as may be modified from time to time (all of which shall be deemed to be material hereunder) and which failure shall continue for a period of ten (10) days after written notice thereof is given Tenant shall constitute a default under this Lease (" Default"). At any time thereafter while such Default continues to exist, Landlord may, at its option: (i) terminate this Lease; (ii) cure such Default, and Tenant shall be indebted to Landlord for all amounts so paid or advanced and all costs and expenses incurred in connection therewith, such indebtedness to be payable on demand as Additional Rent; or (iii) without terminating this Lease, re-enter, take possession of the Leased Premises and remove all persons and property therefrom (any property so removed may be stored in a public warehouse or elsewhere at the cost of, at the sole risk of loss of and for the account of Tenant), all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby.

Upon any reletting all rentals shall be applied first to the payment of any costs and expenses of such reletting, including brokerage fees, attorneys' fees and cost of any alterations and repairs which Landlord, in its sole judgment, deemed necessary in connection with such reletting (if leased in whole or in part with other space in the Building, all such costs and expenses shall be allocated on a square foot basis); second to the payment of any indebtedness other than Rent due hereunder, from Tenant to Landlord; third to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent or damage as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than the Rent to be paid during said month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord monthly. No such re-entry or, retaking of possession by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without terminating this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Should this Lease be terminated at any time due to Tenant's Default, Tenant shall immediately surrender possession of the Leased Premises to Landlord without further demand, and Landlord, in addition to any other remedies it may have, may recover from Tenant all damages it may incur by reason of such breach, including the costs of recovering the Leased Premises, reasonable attorneys' fees, and the worth at the time of such termination of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the stated Term, all of which amounts shall be immediately due and payable from Tenant to Landlord as Additional Rent.

19. AGENCY; BROKERAGE COMMISSIONS.

Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction other than McClain Brothers Real Estate. Tenant hereby indemnifies and does hereby agree to hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a

commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this paragraph shall survive the termination of this Lease.

20. SPRINKLERS.

If there now is or shall be installed in the Building a "sprinkler system", and such a system or any of its appliances shall be damaged or injured or not in proper working order by reason of any act or omission of the Tenant or its Invitees, the Tenant shall immediately notify Landlord in writing, and, within a reasonable period after Landlord's receipt of such notice, Landlord shall have the sprinkler system restored at Tenant's expense, which costs Tenant shall immediately pay as Additional Rent. Any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied due to Tenant's lease of the Leased Premises, or for any other reason, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance in the fire insurance rate for a sprinkler system, Landlord shall, at the Tenant's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment, all of which Tenant shall pay as Additional Rent.

21. RIGHTS & REMEDIES.

The rights and remedies of Landlord hereunder and any others provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy. A waiver by Landlord of any Default, breach or failure of Tenant to comply with this Lease shall not be construed as a continuing waiver thereof or as a waiver by Landlord of its right to enforce the terms of this Lease in the event of any subsequent default, breach or failure of Tenant to comply with this Lease.

22. ATTORNEYS' FEES & COSTS.

In case suit shall be brought for recovery of possession of the Leased Premises, or because of the breach of any other covenant or agreement herein contained or for an interpretation of any provision of this Lease, or for any other reason involving this Lease, all expenses incurred by the prevailing party, including reasonable attorneys' fees, shall be paid by the other party.

23. MEMORANDUM OF LEASE.

Landlord may record this Lease, or a memorandum hereof, at any time, at Landlord's option. Tenant shall not record a memorandum of this Lease at any time, without Landlord's prior written consent.

24. RIGHT TO CHANGE BUILDING NAME.

Landlord reserves the right to change the name of the Building of which the Leased Premises is a part, upon not less than thirty (30) days' notice to Tenant, and Landlord shall not be liable to Tenant for any loss or expense because of such name change.

25. SUBORDINATION.

This Lease shall automatically be subject and subordinate to all existing or future mortgages or deeds of trust placed by Landlord on the Building of which the Leased Premises is a part.

26. ESTOPPEL CERTIFICATE.

Within ten (10) days after Landlord's written request therefor, Tenant shall without charge, execute a written instrument addressed to Landlord or to any other person, firm or corporation specified by Landlord, certifying that this Lease is valid and in full force and effect, and any other reasonable certifications requested by Landlord or its lender. Such request may be made by Landlord at any time and from time to time during the Lease Term.

27. LIMITED LIABILITY OF LANDLORD.

The liability of Landlord and each of its successors for any default by Landlord (or its successors) under the terms of this Lease shall be limited to such claims and causes of action which accrue during Landlord's and each of its successor's respective ownership of the Building, and then shall be limited only to the interest of Landlord from time to time in the Building.

28. TRANSFER OF TENANT.

Landlord shall have the right to transfer the Tenant to other premises within the Building so long as the premises to which Tenant is transferred shall contain net rentable square footage not less than the net rentable square footage in the Leased Premises, and have tenant improvements similar to or better than the existing tenant improvements in the vacated space, as determined by Landlord. Tenant's occupancy of any premises to which Tenant may be transferred shall be under all the covenants and agreements of this Lease and at the same Rent as herein otherwise provided. Landlord may exercise its rights hereunder at any time and from time to time during the Term of this Lease by giving written notice of the exercise thereof to Tenant at least sixty (60) days prior to that date upon which Tenant is to be transferred. If Landlord exercises its rights hereunder, Tenant shall be reimbursed for reasonable costs and expenses incurred by Tenant in connection with such transfer.

29. PEACEABLE SURRENDER.

Upon termination of this Lease, Tenant shall peaceably quit and surrender to Landlord the Leased Premises, broom clean, in good condition and repair, ordinary wear and tear and damage by fire or other insured casualty excepted, together with all improvements constructed by Tenant thereon. Tenant's obligation hereunder shall survive the expiration or other termination of the Lease Term.

30. HOLDING OVER.

In the event Tenant or any of its successors in interest hold over the Leased Premises, or any part thereof, upon expiration or other termination of this Lease or in the event Tenant continues to occupy the Leased Premises after the termination of Tenant's right of possession, unless otherwise agreed in writing by Landlord, such holding over shall constitute and be construed as a tenancy at will, and in such event Tenant shall pay hundred and twenty-five percent (125%) Rent for all the time Tenant retains possession of the Leased Premises, or any part thereof, after the termination of this Lease, and in addition Tenant shall pay all consequential damages, including legal fees, suffered by Landlord because of such holding over.

31. QUIET ENJOYMENT.

Upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, Tenant may peaceably and quietly enjoy the Leased Premises without hindrance or molestation by anyone claiming by, through or under the

Landlord, subject, nevertheless, to the terms and conditions of this Lease, and to any ground leases, underlying leases, mortgages, laws, regulations, covenants, restrictions and easements affecting title to the Building, the land upon which the Building is situated.

32. NOTICE.

Any notice permitted, provided for or required under this Lease must, unless otherwise expressly provided in this Lease, be in writing, and shall be given or served by depositing the same in the United States mail, postage prepaid, registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer of such party with written acknowledged receipt, or by overnight delivery, when appropriate, addressed to the party to be notified at the address set forth below or such other address, notice of which has been given to the other party. Any such notice shall be effective as of the date it is so delivered; mailed or sent by overnight delivery. If directed to Landlord, it shall be addressed to Landlord at the Building. If directed to Tenant, it shall be addressed to Tenant at the Leased Premises.

33. RULES & REGULATIONS.

Tenant agrees to abide by all rules and regulations for tenants in the Building, as the same now exists and as they are established and modified by Landlord from time to time. Landlord reserves the right to establish, modify and enforce additional reasonable and nondiscriminatory rules and regulations for the Building, the parking areas and common areas serving the Building, and Tenant agrees to comply with and abide by all such rules and regulations as they exist from time to time.

34. MISCELLANEOUS PROVISIONS.

A. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

B. Authority. Each person executing this Lease for or on behalf of any party, in so doing, individually represents and warrants to the other party hereto, that such person has the actual and legal authority to bind such party for whom such person purports to be executing this Lease.

C. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state in which the Building is located.

D. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, Landlord or Tenant as the case may be, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord or Tenant, as the case may be. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent or the prompt payment of any other sum required by the terms of this Lease.

E. Time of Performance. Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

F. Effect of Delivery of this Lease. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option. This Lease shall not be binding and effective until at least a single (1) copy executed by Tenant is delivered to, accepted and executed by Landlord. Receipt of a faxed signature of Tenant and Landlord shall be sufficient to make this Lease binding and enforceable.

G. Index and Headings; Copies. The Index and Section headings of this Lease are for convenience only and shall not limit or define the meaning or content of this Lease or any Section hereof. This Lease is being executed in five (5) copies, each of which shall be deemed an original.

35. INTEGRATED AGREEMENT.

This Lease, including the Addendum, all attached Exhibits and Amendments (if any), contains and constitutes the entire agreement between Landlord and Tenant relating to the subject matter hereof and supersedes all prior agreements and understandings between the parties to this Lease relating to the subject matter of this Lease.

36. OPTION TO RENEW

Tenant shall have the option to renew this Lease for two years immediately following the initial term at the same terms and conditions with 60 days' written notice to Landlord prior to the end of the initial Lease term.

37. LANDLORD'S WORK

Tenant has provided Landlord with a list of maintenance requests (attached as Exhibit A) which are currently being remedied. Landlord agrees to replace carpet and paint walls according to the schedule attached as Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have caused this Lease to be executed in three (3) originals, as of the Execution Date.

TENANT: JACKSON COUNTY, MISSOURI

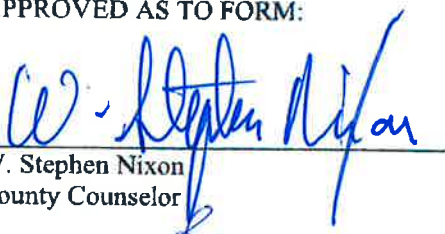
LANDLORD: 201 LEXINGTON, LLC

By 
Q. Troy Thomas
Chief Financial Officer

By 
Phycio Branstedt, Agent
Owner / Agent

APPROVED AS TO FORM:

ATTEST:


W. Stephen Nixon
County Counselor

By 
Mary Jo Spino
County Clerk

DATE: June 7, 2017

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$40,453.29 which is hereby authorized.

Funds for future years are subject to appropriation in the then current annual County Budget.

June 5, 2017
Date



Chief Financial Officer
Account No: 001-1208-56620 - \$16,181
002-1222-56620 - \$24,272
12222017002

Exhibit A
Maintenance Issues

Temperature control needed throughout office.

Leak in ceiling in Resource Office

Ceiling tiles need replaced in various areas throughout

Light bulbs need replaced in various areas throughout

Grinder pump under sink needs to be serviced

Replace broken window in Legislator Galvin's office

Exhibit B
Improvements

Install garbage disposal under sink

Replace carpet and paint in high traffic areas on the East side in Year One of Lease

Replace carpet and paint in high traffic areas on the West side in Year Two of Lease

Replace carpet in offices as needed in Year Three of Lease



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

REQUEST FOR PROPOSAL NO. 13-17
ISSUED: FEBRUARY 23, 2017
PAGE 1 OF 24

Jackson County, Missouri is seeking Proposals from qualified Respondents to provide Leased Office Space for Jackson County, Missouri.

Enclose your proposal in a sealed opaque envelope with the above Request for Proposal number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 14, 2017**, otherwise your Proposal will be **REJECTED**. There will be a public opening of proposals at 2:05pm CST on March 14, 2017, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Request for Proposal Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Barbara Casamento. All questions must be emailed to bcasamento@jacksongov.org as detailed under General Conditions, Item 5 on Page 7 of this Request for Proposal.

By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any Respondent; and (2) to reject any or all offers.

Your returned Proposal shall be an original **plus five copies** as detailed in Section 7.0 Proposal Format, Pages 15 and 16 of this Request for Proposal.

If you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from **Jackson County, Missouri**, a copy of that certificate may be included in your proposal instead of the Compliance Report Form on Pages 3 and 4 of this Request for Proposal.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's proposal. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's proposal will be deemed NON-RESPONSIVE.

PLEASE NOTE: The Successful Respondent will have comply with all requirements listed in Section 4.0 Award Requirements on Page 13 of this Request for Proposal and will have to provide a Certificate of Insurance as outlined in Exhibit A, Page 18 of this Request for Proposal.

Q. TROY THOMAS
Director of Finance and Purchasing

**JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM**

Report Date: _____ (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

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

1. COMPANY DESCRIPTION:

Name of Company _____
Street Address _____
City _____ State _____ Zip _____
Email Address: _____
Website Address: _____
Area Code _____ Telephone Number _____
Representative Name _____

2. COMPANY STATISTICS:

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

YES NO N/A

3. Has your company advertised for applicants since your report? _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

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

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?
If so, please attach a narrative of such efforts. _____

YES NO N/A

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

If so, please attach a narrative of such efforts.

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

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

NAME OF COMPANY _____

STREET ADDRESS _____

REPRESENTATIVE NAME _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

WEBSITE ADDRESS _____

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT _____

AMOUNT OF CONTRACT _____

JACKSON COUNTY CONTRACT: ____ YES ____ NO

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

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

	YES	NO
1. Available employment	____	____
2. Visual check	____	____
3. Other (specify) _____	____	____

This Compliance Review Form was prepared and submitted by:

Signature

Name and Title

Date

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

STATEMENT OF NO BID

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

We, the undersigned, have declined to submit a proposal in response to the above Request for Proposal for the following reasons(s):

- Scope of Services too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet Scope of Service requirements.
- We are unable to meet bond requirements.
- Scope of Services is not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain): _____

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

Signature of Respondent

Date

Company Name

Address

City, State, and Zip

Phone

GENERAL CONDITIONS

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

1. **Withdrawal of Proposals:** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.

2. **Completeness:** All information required by the Request for Proposal must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Proposal in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request for Proposals. Proposals must be submitted in "hard copy" form. Proposals submitted electronically, on computer diskettes, or by FAX will not be considered by the County.

3. **Proposals Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.

4. **Exceptions:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the scope of services for this Request for Proposal must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. The County will consider **minor** exceptions to its requirements. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Request for Proposal (ex: comparable manufacturer or alternate proposals where allowed by the Request for Proposal). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the scope of services for the Request for Proposal shall prevail.

5. **Questions Regarding Scope of Services:** Any information relative to interpretation of scope of services shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by **5:00 PM, CST on March 9, 2017**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to the Request for Proposal will be posted on the county's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.

6. The County reserves the right to split the award of the contract, reject any or parts of proposals, to waive technical defects in proposals, consider administrative costs and to select the proposals(s) deemed most advantageous to the County. The County shall consider proposals submitted on an "all or nothing" basis only if the proposal is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Request for Proposal.

7. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

8. **Communications and Notices:** Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Discussions and Negotiations: The County, in its sole discretion, may do any or all of the following:

- a) evaluate proposals and award a contract with or without discussions or negotiations with any or all Respondents;
- b) discuss and negotiate anything and everything with any Respondent or Respondents at any time;
- c) request additional information from any Respondent;
- d) request a Respondent or Respondents to submit a new Proposal;
- e) request one or more best and final offers from any or all Respondents;
- f) accept any Proposal in whole or part;
- g) require a Respondent to make modifications to their initial Proposal;
- h) make a partial award to any or all Respondents;
- i) make multiple awards to any or all Respondents;
- j) terminate this RFP and reissue an amended RFP

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking proposals from qualified Respondents to provide Office Space for County Operations.
- 1.2 Emergency Preparedness, Legislative Offices and the County Clerk will be housed in the Office Space.
- 1.3 The Contract/Lease will be for Five (5) years with the option of two (2) additional years.

2.0 SCOPE OF SERVICES

- 2.1 Office Space Location Requirements: Office Space shall be near the Historic Truman Courthouse and the Eastern Jackson County Courthouse in the area bordered by Truman Road to the north, Lynn Street on the east, Walnut Street on the south side and Pleasant Street on the west.
- 2.2 Office Space Size shall be:
 - 2.2.1 Between 4,500 and 5,000 square feet of rentable space
 - 2.2.2 Contained in one building
 - 2.2.3 The required square footage represents the square footage needed to meet the County's operational requirements. Because of structural variations which may affect floor plan layout, the Successful Respondent may need to utilize more than the required square footage to provide the design flexibility necessary to accommodate the operational needs of the County with proposed space.
- 2.3 Office Space Amenities shall include:
 - 2.3.1 Minimum nine (9) private offices with secured doors
 - 2.3.2 Minimum 600 Square Feet Conference Room
 - 2.3.3 Work Area for Copier
 - 2.3.4 Minimum 600 Square Feet Training/Resource Room
 - 2.3.5 Lobby/Reception Area
 - 2.3.6 Break Room
 - 2.3.7 Restrooms – separate Men and Women facilities
 - 2.3.8 Storage Area for Supplies
 - 2.3.9 HVAC System Requirements:
 - 2.3.9.1 The HVAC equipment/systems supplied must provide a means for air cleaning/filtering, tempering and distribution.
 - 2.3.9.2 The HVAC System must be sized to offset all loads as dictated by intended space usage, internal and external building gains and losses, loads created by infiltration and outside air brought into the building.
 - 2.3.9.3 All HVAC Systems, heating only, cooling only or heating and cooling, shall be controlled by a minimum of one thermostat.
 - 2.3.9.4 The environmental control systems must be designed and constructed so that each area within the building that has inherently different heating and cooling requirements can be individually controlled from within that area. For example, a row of south facing full height perimeter offices with

windows may comprise one zone and an equally occupied interior space would be another.

2.3.10 Data/Telecommunications Requirements:

2.3.10.1 The Office Space must accommodate the installation of data/telecommunications wiring by the County to all workstations.

2.3.10.2 Accessibility for wiring may be attained by utilizing enclosed raceways, conduit through walls or ceiling, space above suspended ceilings, raised flooring, built-up columns or systems furniture.

2.3.11 Building and Office Space Accessibility and Security:

2.3.11.1 The main public entrance should be protected with an airlock vestibule. The Respondent shall provide keys to the County for the exterior door.

2.3.11.2 All exterior doors and building entrances must meet Americans with Disabilities Act Accessibility regulations and standards.

2.3.11.3 All office space ingress/egress doors should be equipped with keyless locks or the installation of swipe card component by the County. The keyless locks should be equipped with lock-guards. The doors shall also have door closers.

2.4 The County will inspect the proposed space during evaluation of proposals.

2.5 Improvements to Office Space will be negotiated between the Respondent and the County. Improvements can include, but are not limited to, new carpet, paint and ceiling tiles.

2.6 The Respondent/Landlord is responsible for the maintenance of the Office Space and Building including but not limited to:

2.6.1 Pest control;

2.6.2 LED Light Bulbs (procurement, installation and replacement)

2.6.3 Ice and snow removal;

2.6.4 Trash disposal;

2.6.5 Utilities;

2.6.6 Janitorial services: at the minimum, janitorial services will be provided two (2) times per week, during County business hours (Monday through Friday, 8AM to 5PM), except County holidays.

2.7 The Respondent shall indicate if reserved off-street parking spaces are available; Snow removal will be provided by Respondent at Respondent's cost.

2.8 The Building where Office Space is located must, at a minimum, conform to the building/fire safety codes, ADA requirements, zoning, standards and general requirements of the City of Independence, Missouri.

2.9 Proposed Office Space must be available on April 14, 2017.

3.0 ESTIMATED TIMELINE

Request for Proposal Issued
Deadline for Questions on RFP
Response Deadline for RFP
Evaluation and Site Visits

February 24, 2017
March 9, 2017
March 14, 2017
March 15 – March 22, 2017

Contract Negotiations
Contract Approved by Legislature

March 23 – March 29, 2017
April 3, 2017

4.0 AWARD REQUIREMENTS

- 4.1 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on any resulting contract.
- 4.2 Compliance with Chapter 6 of the Jackson County Code for Minority, Women and Veteran Business Enterprise utilization will be required on any resulting contract.
- 4.3 Licenses and Permits: The Successful Respondent shall provide a copy of current Business Licenses to the Purchasing Department to be kept as part of the Request for Qualifications file as part of the permanent records and secure all permits required by cities where work is taking place.

5.0 EVALUATION CRITERIA

- 5.1 All proposals received that are responsive to the General Conditions, Scope of Services and other provisions of this Request for Proposal will be evaluated.
- 5.2 Any Evaluation Criteria or weighing of criteria is used by the County as a tool to assist the County in selecting the best proposal for the County. Evaluation scores or ranks alone do not create a right or expectation to a Contract with the County. Ultimately, the County may contract with any Respondent, regardless of score or rank.
- 5.3 The County may change criteria and criteria weights at any time including after the Response Deadline.
- 5.4 Compliance with Chapter 6 of the Jackson County Code for MBE/WBE/VBE utilization will be required on any resulting contract for this Request for Proposal.
- 5.5 An Evaluation Committee made of up County personnel, at its sole discretion, may interview none, one, some or all of the Respondents. A Question and Answer Conference may be conducted with Respondents, if deemed necessary. In addition, Respondent may be asked to make an oral presentation during the conference. Attendance costs shall be at the Respondent's own expense.
- 5.6 The County's Evaluation Committee will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Proposal as its decision shall be final.
- 5.7 The County's Evaluation Committee will consider various factors when evaluating the proposals:
 - 5.7.1 Respondent Qualifications, Experience and References 20%
 - 5.7.2 Pricing 35%
 - 5.7.3 Location 45%

6.0 CONTRACT NEGOTIATIONS

- 6.1 Upon the selection of the successful Proposal, a Contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreed upon Contract, and upon a three (3) business day notification to the selected Respondent, the County may reject the proposal and proceed to award the Contract to the next "best" Respondent.
- 6.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a Contract has been awarded or all proposals have been rejected.
- 6.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- 6.3.1 Respondent's entire proposal;
 - 6.3.2 Respondent's pricing;
 - 6.3.3 Respondent's proposal method of performance, including schedule of events and/or deliverables;
 - 6.3.4 Respondent's product specifications unless specifications disclose scientific and technological innovations in which owner has a proprietary interest.
- 6.4 The County generally does not use standard contract forms which may be provided by the Respondent. The Contract used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in the language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal shall govern.
- 6.5 The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for Proposal. Please note that the Respondent's proposal is subject to Rejection if Exceptions to the County's General Conditions, Scope of Services and/or forms included in this Request for Proposal are requested.
- 6.6 Respondent must agree to the following standard provisions:
- 6.6.1 *Indemnifications:* Respondent agrees, to the fullest extent permitted by law to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Respondent in the performance of work under this Contract, to the extent that Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between Respondent and the County. Respondent is not obligated to indemnify the County for the County's own negligence. Respondent's obligations under this section shall be limited to the coverage and limits of insurance that Respondent is required to procure and maintain under the Contract. Insurance shall be procured and maintained by Respondent as described in Exhibit A of this Request for Proposal. Respondent shall file a Certificate of Insurance with the

Jackson County, Missouri Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

- 6.6.2 *Independent Contractor:* Respondent acknowledges and agrees that all County information and records are confidential and will not be disclosed or made available to anyone outside the County organization unless authorized by the County to do so in writing.
- 6.6.3 *Complete Agreement:* Parties agree that this Contract together with Jackson County, Missouri Request for Proposal No. 13-17 and Respondent's response thereto constitute the complete and exclusive agreement between parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract.
- 6.6.4 *Notices:* Any notice which either party shall be required by this Contract to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the representative parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Respondent: _____

7.0 PROPOSAL FORMAT

- 7.1 Respondent's proposal shall be **an original plus five copies.**
- 7.2 All proposals and copies shall be double sided and minimize the use of binders and plastic covers. Binder clips are the preferred way to separate copies.
- 7.3 Proposals and copies shall be in an opaque envelope or box with this Request for Proposal name and number and the Respondent's name and address on the front.
- 7.4 Request for Proposal Response Deadline and Delivery Instructions are on Page 1 of this Request for Proposal.
- 7.5 Expenses and cost incurred in the preparation of proposals in response to this Request for Proposals are the sole responsibility of the Respondent and shall not be reimbursed by Jackson County, Missouri.
- 7.6 All proposals received in response to this Request for Proposal become the property of Jackson County, Missouri and will not be returned.
- 7.7 To facilitate the evaluation of proposals, proposals and copies shall be organized in the following manner:
 - 7.7.1 Cover Letter, to include the following information:
 - 7.7.1.1 Respondent's Name
 - 7.7.1.2 Respondent's Address

- 7.7.1.3 Respondent's Telephone Number
 - 7.7.1.4 Contact Person's Name
 - 7.7.1.5 Contact Person's Title
 - 7.7.1.6 Contact Person's Telephone Number;
 - 7.7.1.7 Contract Person's Email Address
 - 7.7.2 All forms contained in the Request for Proposal, filled out, signed and notarized where necessary.
 - 7.7.3 The remainder of the Request for Proposal package.
 - 7.7.4 Description of the Respondent's General Background to include the following:
 - 7.7.4.1 Year of inception and history
 - 7.7.4.2 Ownership structure
 - 7.7.4.3 Ability to provide services required
 - 7.7.5 Description of Respondent Experience and Qualifications
 - 7.7.6 References: The Respondent must include a minimum of three (3) references that outline projects similar in scope to this Request for Proposal. The references shall include the following information.
 - 7.7.6.1 Contact Name, Phone Number and Email Address
 - 7.7.7 The following submittals must be included with your response:
 - 7.7.7.1 Location of proposed space and proposed parking
 - 7.7.7.2 Copy of Proposed Lease
 - 7.7.7.3 Floor Plan or proposed space
 - 7.7.7.4 Proof of ADA compliance
 - 7.7.7.5 Duration of ownership
 - 7.7.7.6 Copies of all applicable licenses and safety inspections
 - 7.7.7.7 Schedule of any improvements to be made on proposed space prior to commencement of lease.
 - 7.7.8 Contractor's Utilization Plan, Pages 20 through 24 herein must be filled out, signed, notarized and submitted with your proposal.
 - 7.7.9 Pricing: Pricing shall be provided in a separate, sealed envelope within your proposal. Pricing will be price per square foot of rental space and total annual lease price.
- 7.8 Failure to provide this information, organized in this manner with the appropriate amount of copies, shall be grounds for the REJECTION of your proposal, or a reduction of Evaluation Criteria.

8.0 QUESTIONS

- 8.1 All questions regarding this Request for Proposal must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Seven of this Request for Proposal by March 9, 2017 by 5:00 PM, CST.
- 8.2 Point of Contact for this Request for Proposal is Barbara Casamento, email address is bcasamento@jacksongov.org .
- 8.3 All questions will be answered and published on the County's website in the form of Addenda.
- 8.4 Respondents must check for Addenda prior to submitting their proposal.
- 8.5 Respondents and their agents (including subcontractors, employees, consultants or anyone else acting on their behalf) must follow this procedure. Respondents on their agents may not

contact any other County personnel regarding the matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are ground for REJECTION of Respondent's proposal.

EXHIBIT A, INSURANCE

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

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

1. COMMERCIAL GENERAL LIABILITY

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

2. COMMERCIAL AUTOMOBILE LIABILITY

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

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

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

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

4. EXCESS/UMBRELLA LIABILITY COVERAGE

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

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

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

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

6. QUALIFICATIONS INSURANCE CARRIERS

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

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

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

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Request for Proposal Number: 13-17
Request for Proposal Title: Leased Office Space
Contracting Department: County Executive and County Legislature
Respondent: _____

I, _____, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Request for Proposal and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE, WBE and/or VBE prime and subcontractors on the Proposal.
2. The goals set by Jackson County, Missouri are: 0 % MBE 0 % WBE 0 % VBE. Respondent stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

Respondent Participation: _____% MBE _____% WBE _____% VBE

Total MBE Contract Value: \$ _____

Total WBE Contract Value: \$ _____

Total VBE Contract Value: \$ _____

Total DBE Contract Value: \$ _____
(if applicable)

Total Contract Value: \$ _____

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above named bid. Bidder maintains that it either has a formal contract or a conditional contract contingent upon approval of Jackson County's acceptance of proposal with the named firms below. If there are no DBE goals on the bid, all intended utilization must come from MBE, WBE or VBE firms. If Respondent is a certified MBE, WBE or VBE, please list itself in the appropriate area.

No.	Description	Bidder Response:
a.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized	
	Contract Value:	
b.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
c.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
d.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
e.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

f.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
g.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
h.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
i.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
j.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date	
	Address (include County)	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value	

k.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
l.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
m.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
n.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
o.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the Respondent participation. Respondent further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the approved participation.

If Respondent has not achieved the MBE/WBE/VBE goal(s) set forth for this Proposal, Respondent hereby requests a waiver or modification of the MBE, WBE and/or VBE goal(s) that the Respondent has failed to achieve. Respondent has attached to this Contractor Utilization Plan documentation of its Good Faith Efforts to achieve the MBE/WBE/VBE Contract Goals, including a narrative summary detailing these efforts and the reasons these efforts were unsuccessful. Examples of Good Faith Efforts may be found in section 645. of the Jackson County Code, available at the following link:
[http://www.jacksongov.org/DocumentCenter/Home/view/304.](http://www.jacksongov.org/DocumentCenter/Home/view/304)”

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein:

Respondent Primary Contact: _____

Title: _____

Date: _____

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

My Commission Expires: _____

Notary Public

(Attach corporate seal if applicable)

For questions on this form please contact:

Tom Wyrsh
Director of Compliance Review Office
816-881-3302
twyrsh@jacksongov.org