



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

INVITATION TO BID NO. 49-21
ISSUED: August 24, 2021
PAGE 1 OF 31

Jackson County Missouri is seeking bids for a **Twelve (12) Month Term and Supply Contract, with One (1) Twelve Month Option to Extend**, for the furnishing of **General Contracting Services** for use by **Various County Departments**.

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid 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 CDT on September 28, 2021**, otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CDT on September 28, 2021, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid 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 Invitation to Bid is Keith E. Allen. All questions must be emailed to keallen@jacksongov.org as detailed under General Conditions, Item 5 on Page 9 of this Invitation to Bid.

By submitting a Bid, 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 bidder; (2) to reject any or all offers; and (3) split the contract award for General Contracting Services.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Certificate of Compliance: bidder must have a Certificate of Compliance from the Jackson County Compliance Review Office and submit the Certificate of Compliance with this bid. If you do not have a Certificate of Compliance follow the instructions on Page 4 herein to obtain the Certificate. Failure to obtain and attach a Certificate of Compliance from the Jackson County Missouri Compliance Review Office may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 5 and 6 hereof, fully completed and signed; (5) the Statement of No Bid, Page 7 hereof, if you do not intend to submit a bid; (6) Receipt of Addendum, Page 8, completed and signed; (7) the Bidder's Exceptions, Page 22, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; and (9) the Required Submittals, Section 5.0, Page 19 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 29 through 33 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. 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 Bidder or the Bidder's bid will be deemed NON-RESPONSIVE.

PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 10 and Exhibit A, Page 23 of this Invitation to Bid.

Bob Crutsinger Digitally signed by Bob Crutsinger
Date: 2021.08.23 16:19:34 -05'00'

BOB CRUTSINGER
Director of Finance and Purchasing

RECEIVED

January 5, 2022

Mary Jo Spino
County Clerk

A TERM AND SUPPLY CONTRACT for the furnishing of General Contracting Services for use by the Various County Departments.

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

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

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

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

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

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

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

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

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

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

(Check one) Yes ☒ No ☐ Initials NWR Minimum order, if applicable: _____

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

CONTRACTOR'S NAME: N. W. Rogers Construction, Inc. PHONE NO: 816-228-5700
ADDRESS: 2909 SW US Hwy. 40 P.O. Box 250, Blue Springs, MO 64013 FAX NO: 816-228-5530
NAME OF AUTHORIZED AGENT (print or type): Neil Rogers DATE: September 28, 2021
SIGNATURE OF AUTHORIZED AGENT: Neil Rogers TITLE: President
EMAIL ADDRESS OF AUTHORIZED AGENT: nwr@nwrconst.com
FEDERAL ID NO: 43-1610527 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE): X Woman Owned C Corporation, Not Certified

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: [Signature]

DATE: 1-3-2022

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Neil Rogers of the City of Blue Springs, MO
County of Jackson State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of N. W. Rogers Construction, Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

N. W. Rogers Construction, Inc. (Name of Bidder)

By: Neil W. Rogers (Signature of Affiant)

President (Title of Affiant)

Subscribed and sworn to before me this 27 day of September, 2021

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

My Commission Expires: 10-21-23



JOY JEFFRIES
My Commission Expires
October 21, 2023
Jackson County
Commission #15479789

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
(Complete in full, Use attachments if necessary)

Name of Bidder: N. W. Rogers Construction, Inc.	
2909 SW US Hwy 40, Blue Springs, MO 64015	
Address with Zip Code: P. O. Box 250, Blue Springs, MO 64013	
Federal Tax I.D. Number: 43-1610527	
Check One: Corporation ☒ Partnership ☐ Sole Proprietorship ☐	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: 6-10-1992	Name of State(s) in which incorporated: Missouri
President's Name: Neil Rogers	Vice-President's Name:
Secretary's Name: Nancy Rogers	Treasurer's Name: Nancy Rogers
If PARTNERSHIP:	
Is the Partnership: General ☐ Limited ☐ Association ☐ (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: New Construction Projects 20% IDIQ, Term Contract 50%	
No. of Permanent Employees: 6	Geographical Limits of Operation: KC metro area; 100 mile radius
No. of years in business: 29 years	
Have you ever done business under a different name: Yes ☐ No ☒ (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes ☐ No ☒ (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

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

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each: See Attached Completed Projects
We have IDIQ contracts with State of Missouri and Johnson County similar to this supply contract 49-21. We have completed contracts under Jackson County 51-17 General Contracting Services detailed on the attached Completed Projects.

List of Current Contracts, Including Amount of Each: See Attached Work in Progress

Please indicated how you intend to comply with the State of Missouri's Prevailing Wage Requirement: Approximately 90% of our contracts are Prevailing Wage and Davis Bacon Wage Act requirements. We have 29 years experience managing reporting requirements. Our subcontractors are experienced in public works contracting and are bound by subcontract to N. W. Rogers Construction, Inc. to meet Wage Requirements.

Customer Reference (state name, address, and phone number):
See attached Supplier References and Professional References. See Completed Projects list for Owner, Architect and Engineer References.

List each subcontractor you plan to use if awarded the contract. If no, so state.

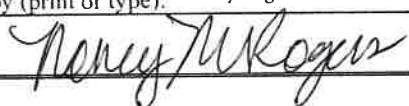
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
MAX Electrical, Inc.	Electrical	TBD	WBE
Eiberger Construction	Demolition	TBD	WBE
Caedmon Const. & Electrical CO., LLS	Electrical	TBD	MBE and VBE

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):
We have a developed and proven management for handling job order contracting projects and coordinating the work with the Government Owners, Departments and occupied working environments.

DBE STATUS Indicate status claimed:

- Minority Owned Business (MBE) YES ☐ NO ☒
African American ☐ Latino ☐ Native American ☐ Asian ☐ Pacific Islander ☐
- Woman Owned Business (WBE) YES ☒ NO ☐ Not certified
- Small Business YES ☒ NO ☐

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

Prepared by (print or type): Nancy Rogers	Title: Secretary and Treasurer
Signature: 	Date: September 28, 2021

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 1 and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

Neil W. Rogers

Signature of Respondent

9-28-2021

Date

N. W. Rogers Construction, Inc.

Company Name

Delivery: 2909 SW US Hwy 40, Blue Springs, MO 64015

Address

Mailing: P. O. Box 250, Blue Springs, MO 64013

816-228-5700

City, State, and Zip

Phone

GENERAL CONDITIONS

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

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" format. Bids submitted electronically, on computer diskette, or by FAX will not be considered by the County.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications:** Any information relative to interpretation of specifications 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 **5:00pm CDT on September 21, 2021**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to this Invitation to Bid 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 bid 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. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.
7. **The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County.** The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

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

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

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

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

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

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

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of 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 time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Minority, Women and Veteran Business Enterprise Utilization: Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org/394/Compliance-Review-Office> 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. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

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

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

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

33. Wage Rates: Except as provided in subparagraph A., below, this contract shall be based upon payment by the Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

A. Wage Law: Except as provided in this subparagraph, the contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. Pursuant to section 290.230.5, the provisions of the prevailing wage law do not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the county for the total project cost is in the amount of \$75,000 or less. The "total project cost" is based upon the entire project and not individual jobs within a larger project. The "total project cost" includes the total value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project and additionally includes all materials and supplies purchased for the project. The provisions of this paragraph 33 do not apply to any contract that is excluded from the applicability of the Missouri prevailing wage law pursuant to section 290.230.5, RSMo.

B. Penalty: The Contractor shall forfeit as a penalty to the County, One Hundred Dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, that such workman is paid less than the said stipulated rate for any work done under this contract by the Contractor or by any of its subcontractors.

C. Withholding Payment: Under Section 290.250 of said law, the County has a duty to withhold and retain from payment, which is due to the Contractor under this contract all sums and amounts due and owing as a result of any violation of said laws. The County reserves the right to withhold payments throughout the duration of any resulting contract if a contractor is found to be delinquent in any aspect relating to compliance with Chapters 6 and 19 of the Jackson County Code. Payments may be held until all said delinquencies have been rectified to the satisfaction of the Compliance Review Office.

D. Required Records: The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Industrial Commission of Missouri and the County. Said records shall be kept for a minimum of one (1) year after the project has been accepted and the Required Affidavit, outlined in subsection G, is received.

E. No Adjustment for Changes in Rates: During the life of this contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due to the Contractor by reason of any such change.

F. Exceeding Rates and Hours: The prevailing wage law does not prohibit payment of more than the prevailing rate of wages, nor does it limit the hours of work which may be performed by any workman in a particular period of time.

G. Required Affidavit: No final payment for work under this contract will be made by the County until it has received from each Contractor and subcontractor an affidavit stating that each has fully complied with the provisions and the requirements of said law.

H. Prevailing Wages: The current prevailing wage rate determination made by the Industrial Commission of Missouri and applicable during the term of this contract is reproduced verbatim herein.

I. Posting: Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri, shall be displayed in a conspicuous place on the project under a heading of NOTICE, with the heading in letters at least one inch high.

J. Contract Work Hours and Safety Standards Act (42 U.S.C. Sect. 329): The Contractor is required to comply with Section 103 of the above Act.

K. Certified Payroll Records: An original copy of certified payroll records shall be emailed weekly to the Compliance Review Office at CRO@jacksongov.org. A copy of certified payroll records indicating applicable invoice number(s) shall also be emailed to the Project Supervisor.

Payroll Records must meet the following minimum requirements:

Workers must be classified according to the State's Occupational Title Rule. Workers listed as Journey Worker for Local Union XX is not acceptable. The specific classification must be named.

The specific Group must be named. It is impossible to compare wage rates paid to the proper prevailing wage rate if the Group is not listed.

For all apprentices on each payroll, the apprentice letter must be attached confirming registration in the program, level in the program (i.e., 3rd Level, or 3rd 6-Month Period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on the payroll.

The one-to-one ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

Fringe benefits must be indicated whether paid in cash or to a fund by checking the box on the certificate page of the payroll form. If fringe benefit contributions are not indicated by an hourly rate on the certificate payroll form, please submit a one-time letter with the next applicable payroll indicating the hourly breakdown of contributions made and to where.

34. Changes in the Work: Changes in the works as defined in this Invitation to Bid which result in additions, deletions, or other revisions to the Contract Sum or Contract Time must be accomplished by written Change Order to the Contractor. Such Change Orders must be submitted in writing by the Contractor and approved in writing by the County prior to the commencement of the work included in such Change Orders.

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for a Twelve (12) Month Term and Supply Contract, with a One (1) Twelve Month Option to Extend, for the furnishing of **General Contracting Services** for Various County Departments. Items on this Term and Supply Contract will be ordered on an "As Needed" basis.
- 1.2 Although exact usage cannot be determined, it is estimated that the County will spend at least \$300,000 annually on this contract.
- 1.3 Jackson County, Missouri reserves the right to split the contract award for General Contracting Services.

2.0 BID REQUIREMENTS

- 2.1 A minimum of Five (5) years' experience is required for the Successful Bidder(s) in the work described in the Specifications of this Invitation to Bid
- 2.2 Provide three references showing contracts held by your company, providing the same work described in the Specifications of this Invitation to Bid for other municipalities.
- 2.3 If bidder is not located in the Greater Kansas City Metropolitan Area, bidder **MUST** provide detailed information with their bid on how the Specifications of this Invitation to Bid will be performed. Jackson County, Missouri reserves the right to determine if bidder's plan for performance is acceptable.

3.0 AWARD REQUIREMENTS

- 3.1 Performance and Labor and Materials Bond: The Successful Bidder(s) will be required to submit to the Purchasing Department a Performance Bond and Labor and Materials bond in the amount of 100 % of the contract award within Ten Business Days after Notification of Award. The bond must be in a form acceptable to the Director of Finance and Purchasing for Jackson County, Missouri, executed by a Surety Company authorized to do business in the State of Missouri and listed in the Federal Register. Bonds must be received by the County prior to the commencement of any work on this project.
- 3.2 Certificate of Insurance: The Successful Bidder(s) will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen (15) under the General Conditions and 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 this project.
- 3.3 Prevailing Hourly Wage Rates: Compliance with the Prevailing Hourly Rate of Wages for Workmen is required on any resulting Contract pursuant to Section 290.262 RSMo 1994, the Division of Labor Standards, State of Missouri. The County's Annual Wage Order from the State of Missouri is included as part of this Invitation to Bid.
 - 3.3.1 The Successful Bidder may request increase in Hourly Wage Rates quoted during the term of this Contract only when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workmen in that occupational title category. Hourly rate increases will only take effect when the Successful Bidder has provided evidence in writing of such increases to the reasonable satisfaction of the County's Purchasing Department and the Purchasing Department has given approval of the increase in writing.
- 3.4 Project Exemption Certificate: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon request of the Successful Bidder, Jackson County will issue a project specific Missouri State Sales Tax Exemption Certificate to the Successful Bidder and their named Subcontractors to be utilized during the performance of this Contract. This certificate must be requested **prior to the purchase of any materials, supplies or equipment**. Under no circumstances can this certificate be backdated to cover materials, supplies or equipment already purchased.
- 3.5 Compliance with Chapter 6 of the Jackson County Code for Minority, Women and Veteran Business utilization will be required on this Contract.
- 3.6 Licenses and Permits: The Successful Bidder must provide a copy of a current Missouri State Business License to the Purchasing Department within Ten Business Days after receiving Notification of Award. The copy of the

Missouri State Business License must be received by the Purchasing Department prior to the commencement of any work on this Contract.

- 3.6.1 The Successful Bidders shall secure all licenses and permits required by Cities or County where work is taking place at no additional charge to the County.
- 3.7 Safety: The Successful Bidder must strictly comply with Federal, State and Local Building and Safety Codes. Equipment utilized on this Contract must meet all Federal and State Regulation for grounding of electrical equipment. The Successful Bidder certified that all material, equipment, processes, etc. meet OSHA, ANSI, NFPA and all other Federal and State requirements.
 - 3.7.1 By submission of this bid, Bidder represent that they are familiar with all applicable regulations mentioned above and that they understand that compliance is mandatory for this Invitation to Bid.
 - 3.7.2 Building Code inspections will need to be reviewed by County representative at appropriate times during project work. Successful Bidder is responsible for arranging code inspections.
- 3.8 Detention Center: The Successful Bidder must provide a completed background check (forms supplied by Department of Corrections) for all employees/ subcontractors before any project or work is performed at the Detention Center, located at 1300 Cherry, Kansas City, Missouri 64106.
 - 3.8.1 A background check will be done on all service personnel; those with outstanding warrants will be denied access to the facility and are subject to arrest.
 - 3.8.2 Successful Bidders employees/subcontractors are subject to search while in the facility.
 - 3.8.3 Successful Bidders employees/ subcontractors must adhere to the Department of Correction's policies while in the facility.

4.0 SPECIFICATIONS

4.1 GENERAL

- 4.1.1 The Successful Bidder must obtain the necessary services for Drywall Patching and Repair, Painting and Re-toning Projects, Miscellaneous Remodeling (large or small), Construction of walls, Ceiling Installation and Repair, Miscellaneous Repairs of all types, Small Plumbing Jobs, Marble Repairs, Small Concrete Repairs, Masonry Jobs/Repairs, Electrical Installations and Wiring, HVAC Installations and Reconfigurations related to specific project scopes, Graffiti Remediation, General Demolition Services (large or small), Facility Equipment Installation, and General Landscaping Services. If directed by the County during the course of a project, abate and/or removal of hazardous materials if present.
- 4.1.2 The Successful Bidder shall furnish all necessary labor, tools, equipment, supplies and incidentals required for projects.
- 4.1.3 The Successful Bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuels needed to fulfill the Contract. In no event shall the County be responsible for any damages to any of the Successful Bidder's equipment or clothing, lost, damaged, destroyed or stolen.
- 4.1.4 The Successful Bidder shall be responsible for providing fully trained and qualified employees. Employees must speak fluent English or must provide an interpreter on site.
- 4.1.5 The Successful Bidder must submit proof or documentation representing the certifications and/or training their employees have completed when requested. Failure to submit the certifications and/or training documentation when requested may result in termination of Contract.
- 4.1.6 Prior to commencing any work, the Successful Bidder may be required to provide a work order cost estimate. The estimate shall be reviewed and approved the Department. The estimated may be Oral or Written at the County's discretion.

- 4.1.7 For the purposes of this Contract, Regular Work Hours will be 7:00 AM through 4:00 PM, Monday through Friday or other mutually agreed upon hours between Jackson County and Successful Bidder.

4.2 REQUIREMENTS/RESPONSIBILITIES OF THE SUCCESSFUL BIDDER(S)

- 4.2.1 The Successful Bidder shall designate or assign a Representative to act on behalf of the Successful Bidder on all matters affecting any work performed on this Contract. Should this individual change, the County must be notified in writing within five business days after the change.
- 4.2.2 The Successful Bidder may be contacted for services as required for all work by the County Departments.
- 4.2.3 The Successful Bidder must communicate with Jackson County prior to any disruptions caused by noise, or if damage to turf, grounds, pavement or adjacent structures should occur.
- 4.2.4 The Successful Bidder shall thoroughly complete each task in a professional, work-like manner, and shall use quality equipment and materials that comply with all current regulations, manufacturers recommendations and industry best practices.
- 4.2.5 The Successful Bidder shall ensure the safety of workers and the general public at all times.
- 4.2.6 The County may, from time to time, make inspections of the work performed under this Contract. Any inspection by the County does not relieve the Successful Bidder from any responsibility regarding the defects or other failures to meet the Contract requirements.
- 4.2.7 The Successful Bidder will have five business days from the time of service to correct any specific instances of unsatisfactory performance. In the event that the correction is not completed, the County shall deduct the costs to make the correction from any balance due on the project.
- 4.2.8 The County may, in writing, require the Successful Bidder to remove any employee from work that the County deems incompetent or careless.
- 4.2.9 The Successful Bidder must provide a copy of all engineering and field drawings/as built sheets to the Jackson County designated project manager prior to final payment for any large project if the Scope of Work required any such documents.
- 4.2.10 The Successful Bidder must adhere to the following Warranty of Work:
- 4.2.10.1 Must warrant to Jackson County, Missouri, workmanship and materials to be free from defects under normal use and service.
- 4.2.10.2 At any time within one (1) year from the date of acceptance of Work by Jackson County, the Successful Bidder must furnish, without cost to the County, labor and materials to repair or replace any portion which discloses to be defective or in non-compliance with original requirements of this Invitation to Bid or specific Work Proposal upon examination.
- 4.2.10.3 The Successful Bidder shall also provide any manufacturer's extended warranty for any materials provided.

4.3 PROJECTED SITE AND SAFETY

- 4.3.1 The Successful Bidder shall remove from the premises and properly dispose of all waste materials and debris resulting from work. The Successful Bidder shall keep packaging, waste and debris picked up as the work progresses. The job site shall be left neat and clean.
- 4.3.2 The Successful Bidder, at all times, must keep the adjacent areas of the specific job site free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned up daily or more often if requested by the County. Staged materials shall be organized and placed so as not to interfere with the access for the public or County employees.
- 4.3.3 The Successful Bidder shall protect adjacent improvements from work in progress such as landscaping, sidewalks, flooring, etc. Any damage caused by the Successful Bidder shall be repaired at the Successful Bidder's expense. The Successful Bidder shall leave all job sites in a condition as near as possible to that which existed prior to any work.

4.3.3.1 The Successful Bidder will be responsible for any damage to the existing building, grounds, etc. In the event of damage, the damaged property shall be restored to a condition equivalent to that at the time of the start of work.

4.3.4 The County does not assume responsibility, at any time, for the protection of or loss of materials from the time the contract operations have commenced until the final acceptance of work by the County.

4.3.4.1 Materials, tools and construction apparatus will not be left unattended during working hours and will be safely stored, locked or protected during non-working hours.

4.3.5 The Successful Bidder shall take full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of employees and public during the execution of work.

4.3.6 MSDS is prepared by the manufacturer of a product for the purpose of providing information on the safe use, handling, and potential hazards of a product. This information assists with the proper response in the event of an emergency. The Successful Bidder is responsible, at the request of the County, to provide this information in a timely manner.

4.3.7 Proper safety precautions shall be observed at all times and shall remain the Successful Bidder's responsibility. The Successful Bidder shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.

4.3.8 The Successful Bidder shall conduct their work in a timely manner that will eliminate hazards to persons and property in the area. Areas under construction shall be marked with temporary barricades, ribbon or other methods necessary to provide safety warnings to the public.

4.3.9 During working hours, hazardous odors need to be addressed prior to the start of a project. Prior to application, it will be the decision of the County to continue during normal working hours or to commence project after hours due to the safety and health of employees and public.

4.4 AVAILABILITY

4.4.1 The Successful Bidder shall be available for service seven days a week, twenty-four hours a day, three hundred sixty-five days a year.

4.4.2 Emergency: Some work under this Contract may be of an emergency nature. The Successful Bidder shall verbally confirm the initial request for emergency service within one hour of notification and shall have a qualified employee on the job site within two hours of the original notification. In the event work cannot be completed within the initial response, the Successful Bidder shall make every effort to provide limited work/repairs to allow for effective functioning of the system until complete restoration can be made

4.4.2.1 There shall be no additional labor charges for emergency services during the normal business hours of the Successful Bidder.

4.4.3 Non-Emergency: Requests for non-emergency work shall have a response time within twenty-four hours from notification.

4.5 PURCHASE ORDERS

4.5.1 If awarded a Contract as a result of this bid, the Successful Contractor must have a hard copy of a Purchase Order issued by the Jackson County, Missouri Finance and Purchasing Department BEFORE providing any goods or services. Any work performed that is not covered by a Purchase Order will be at the Successful Bidder's risk and expense. Failure to adhere to the policy will result in the immediate termination of the Contract.

4.5.1.1 Blanket Purchase Order may be issued by the Purchasing Department as authority for using department to purchase in compliance with this Contract. This Purchase Order may be for a stated dollar amount and will terminate when the dollar amount shown has been used or at the expiration of the Contract, whichever is earlier.

4.5.1.2 Purchase Order showing specific line items/projects.

4.5.2 Digitally Transmitted Purchase Orders: It is the intent of the County to email all Purchase Orders on this Contract. Bidder shall supply a valid email address for ordering purposes.

4.6 INVOICING, BILLING AND PAYMENTS

4.6.1 Invoicing: The Successful Bidder shall submit, on a timely basis, an itemized detailed invoice, including the following information:

- 4.6.1.1 The Purchase Order Number
- 4.6.1.2 Name of County Department for which work was performed
- 4.6.1.3 Description and Location of work/project
- 4.6.1.4 Required Prevailing Wage documents
- 4.6.1.5 A list of all materials used for each job
- 4.6.1.6 A copy of the supplier's invoice
- 4.6.1.7 The Successful Bidder's mark-up/ discount as applicable
- 4.6.1.8 Location the materials where used
- 4.6.1.9 The percentage of cost when parts are used for the work

4.6.2 The Successful Bidder shall keep complete records of all work performed under this Contract. Worked covered by this Contract shall be invoiced separately from any other work or purchases by the County.

4.7 BILLING

- 4.7.1 Hourly Rates billed are to begin when the Successful Bidder's employees arrive at the job site or reports to the County, whichever is requested.
- 4.7.2 Successful Bidder shall not commence any work until they have notified the County Department of their arrival.
- 4.7.3 Successful Bidder WILL NOT be allowed travel time, the amount of time required for travel shall be included in the Hourly Rate.
- 4.7.4 The County will not be responsible for payment to the Successful Bidder for any briefings or meetings held between the Successful Bidder and the County as these meetings are to the benefit of both parties.
- 4.7.5 Fuel Surcharges will only be allowed during the term of this Contract or any of its extensions when the increase applies to the general public and after the Successful Respondent has submitted supporting documentation to the Purchasing Department.

4.8 PAYMENT

- 4.8.1 For prompt payment, all invoices and accompanying paperwork shall be sent directly to County Department having the work performed.
- 4.8.2 Job specific progress payments may be allowed at the County's discretion

5.0 REQUIRED SUBMITTALS

5.1 The following information and forms MUST be submitted with your response to this Invitation to Bid:

- 5.1.1 Contractor 's Signature Portion, Page 2
- 5.1.2 Affidavit, Page 3
- 5.1.3 Compliance Review, Page 4, or a copy of a current Certificate of Compliance from Jackson County, Missouri;
- 5.1.4 Statement of Contractor's Qualifications, Pages 5-6;
- 5.1.5 Acknowledgement of Addenda, Page 8;
- 5.1.6 Greater Kansas City Metropolitan Area Information Memo, if applicable;
- 5.1.7 Bidders' Quotation, Attachment 1, Page 22
- 5.1.8 Bidder's References and Years in Business, Attachment 2, Page 23

- 5.1.9 Bidder's Exceptions, Exhibit F, Page 24
- 5.1.10 Contractor's Utilization Plan, Pages 29 through 33 herein.

- 5.2 All responses to this Invitation to Bid become the property of Jackson County, Missouri and will not be returned.
- 5.3 Invitation to Bid Response Deadline and Delivery Instructions are on Page 1 of this Invitation to Bid.
- 5.4 Bids shall be in an opaque envelope or box with this Invitation to Bid Name and Number, and the Bidder's Name and Address on the front.
- 5.5 Expenses and costs incurred in the preparation of bids in response to this Invitation to Bid are the sole responsibility of the Bidder and shall not be reimbursed by the County.
- 5.6 Failure to include any of the Items listed in Section 5.1 may result in the REJECTION of your bid.

6.0 EVALUATION PROCESS

- 6.1 All bids received that are responsive to the General Conditions, Specifications and other provisions of this Invitation to Bid will be evaluated.
- 6.2 An Evaluation Committee made up of County employees will evaluate bids and make recommendations for award.
- 6.3 Jackson County, Missouri shall be the sole judge of the bids submitted for this Invitation to Bid and its decision shall be final.
- 6.4 Experience and References provided by Bidders on Attachment 2, Page 23 herein shall be verified and will be a significant factor in the evaluation of bids.

7.0 QUESTIONS

- 7.1 All Questions regarding this Invitation to Bid must be in writing and e-mailed as detailed under General Conditions, Item Number Five (5) on Page Nine (9) of this Invitation to Bid on September 21, 2021, by 5:00 p.m., CDT. Point of contact for this Invitation for Proposal is Keith E. Allen, e-mail address: KAllen@jacksongov.org.
- 7.2 All answers to questions will be published on the County's website in the form of an Addendum.
- 7.3 Respondents must check for Addenda prior to submitting their proposal.
- 7.4 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents may not contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Bidder's submission.

**ATTACHMENT 1
BIDDER'S QUOTATION SHEET**

No	Description	Regular Work Hours Base Wage Rate	Weekend, Holiday, Overtime Base Wage Rate
1	Asbestos Worker	\$ 86.00	\$ 118.05
2	Carpenter	\$ 92.60	\$ 122.06
3	Laborer (Building)	\$ 74.25	\$ 98.21
4	General Laborer	\$ 74.25	\$ 98.21
5	Linoleum Layer & Cutter	\$ 61.00	\$ 90.46
6	Plumber	\$ 104.00	\$ 140.86
7	Painter	\$ 80.00	\$ 104.86
8	Plasterer	\$ 60.00	\$ 86.81
9	Marble Mason	\$ 85.00	\$ 111.20
10	Electrician	\$ 108.25	\$ 140.68
11	HVAC Technician	\$ 106.00	\$ 142.01
12	Mile Rate (if applicable)	\$ N/A	\$ N/A
13	% Mark-Up on Materials (if applicable)	10 %	10 %

BID CERTIFICATION

Signature: <i>Neil W. Rogers</i>	Date: 9-28-2021
Name: Neil Rogers	Phone: 816-228-5700
Title: President	Mobile: 816-304-8779
Company Name: N. W. Rogers Construction, Inc.	Fax: 816-228-5530
Address: P. O. Box 250, Blue Springs, MO 64013 2909 SW US Hwy. 40, Blue Springs, MO 64015	
Email Address: nwrorgersconst@earthlink.net	

ATTACHMENT 2
Bidder's References

Company Name	Address	Phone No.	Contact Name	Services Provided
See Attached Completed Projects				

Bidder's Number of Years in Business: 29 years

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.

EXHIBIT F

**BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 49-21**

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

The following exceptions to the Specifications of Invitation to Bid No. 49-21 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	None

Name of Firm: N. W. Rogers Construction, Inc.

Signature of Bidder: Neil W. Rogers

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 048
JACKSON COUNTY

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

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$64.10
Boilermaker	*\$35.84
Bricklayer	\$57.79
Carpenter	\$58.91
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$53.63
Plasterer	
Communications Technician	\$54.21
Electrician (Inside Wireman)	\$64.85
Electrician Outside Lineman	\$69.42
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$35.84
Glazier	\$55.96
Ironworker	\$65.06
Laborer	\$47.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$52.40
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$59.15
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.71
Plumber	\$72.02
Pipe Fitter	
Roofer	\$56.28
Sheet Metal Worker	\$69.56
Sprinkler Fitter	\$61.52
Truck Driver	*\$35.84
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.
Public works contracting minimum wage is established for this occupational title using data provided by Missouri
Economic Research and Information Center

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title

Heavy Construction Rates for
JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$58.86
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$35.84
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.78
General Laborer	
Skilled Laborer	
Operating Engineer	\$57.36
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.89
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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



OFFICE OF THE COUNTY AUDITOR

COMPLIANCE REVIEW OFFICE

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

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

JACKSON COUNTY, MISSOURI CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 49-21
Bid/RFP/RFQ Title: General Contracting Services
Contracting Department: Various County Departments
Respondent: _____

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

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

The goals set by Jackson County, Missouri are:

9.5% MBE 11.7% WBE 9.5% VBE

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

9.5 % MBE 11.7 % WBE 9.5 % VBE

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

Please note:

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

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

CUP RECEIVED: _____ CUP APPROVED: _____

GFE RECEIVED: _____ GFE APPROVED: _____

CUP REVISED: _____ REVISION APPROVED: _____

APPROVED GOALS: _____ MBE _____ WBE _____ VBE

RES/ORD: _____ AMT AWARDED: _____

NOTES:

ACKNOWLEDGMENT

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

Good Faith Effort:

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

Contractor Modification Form:

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

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

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

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

Respondent Primary Contact: Neil Rogers Neil W. Rogers
Title: President Email: nwrogersconst@earthlink.net
Date: September 27, 2021 Phone: 816-228-5700

Subscribed and sworn to before me this 27th day of September, 2021.

My Commission Expires: 10-21-23

Joy Jeffries

(Attach corporate seal if applicable)

NOTARY PUBLIC
JOY JEFFRIES
My Commission Expires
October 21, 2023
Jackson County
Commission #15479789

For questions on this form please contact:

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