

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$200,838.00 within the 2011 General Fund to cover the costs of remodeling portions of the 9th floor of the downtown Kansas City Courthouse to create a second Probate Division courtroom.

RESOLUTION #17702, October 24, 2011

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, by Ordinance 4264, dated October 25, 2010, the Legislature did authorize an appropriation in the amount of \$25,000.00 to cover the cost of architectural and engineering services to develop a plan and cost estimate for the construction of a second courtroom for the Circuit Court's Probate Division; and,

WHEREAS, the architect selected by the Courts, ACI Boland, has completed the design and estimated the new courtroom at a cost of approximately \$250,000.00; and,

WHEREAS, as a cost saving measure, the Courts have solicited bids on individual components of the construction project and will have its staff serve as the general contractor on the project; and,

WHEREAS, the cost estimate of the project under this plan is \$200,838.00, including a 10 percent contingency; and,

WHEREAS, a transfer is necessary to cover these costs; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2011 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental 001-5101	58020 - Buildings/Imprvmts	\$200,838	
General Fund Circuit Court 001-3001	58020 - Buildings/Improvements		\$200,838

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

APPROVED AS TO FORM:

John D. Hayden
Chief Deputy County Counselor

W. Stephen Nifey
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17702 of October 24, 2011 as duly passed on October 31, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

11-1-11
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 5101 58020
ACCOUNT TITLE: General Fund
Non-Departmental
Buildings/Improvements
NOT TO EXCEED: \$200,838.00

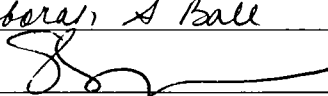
10/19/11
Date

Q. Tracy Thomas by Jan Dohy, Asst
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 17702
 Sponsor(s): James D. Tindall
 Date: October 24, 2011

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the transfer of \$200,838 from 001 5101 8020 Building & Improvements to 001 3001 8020 Circuit Court Building & Improvements</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$200,838</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$200,838</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$200,838</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 001 5101 8020 TO ACCT 001 3001 8020</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$2,418,780</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$200,838	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$200,838	Amount budgeted for this item * (including transfers):	\$200,838	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 001 5101 8020 TO ACCT 001 3001 8020
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <i>4264</i></p> <p>Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Shelley Kneuvean, Deputy Chief Administrative Officer</p>										
<p>REQUEST SUMMARY</p>	<p>Earlier this year, the Court engaged the services of an architect to reconfigure the 9th floor to add a courtroom and relocate the associated offices. This courtroom will serve Division 19 and provide a second courtroom for probate division. Currently, there is only one courtroom and the Commissioner is scheduled throughout the building in other courtrooms as they become available. This is particularly difficult and as such, an effort to better use existing space was undertaken.</p> <p>The architect selected by the Courts, ACI Boland, completed the design and estimated the new courtroom at nearly \$250,000. In lieu of bidding the job as one construction project, the Court sought bids on individual components and their staff will serve as the general contractor. As such, the estimated cost for the project is \$182,580. The Court is requesting a 10% contingency as well, bringing the total amount to \$200,838.</p> <p>This RLA would approve transferring the funds to the Court for the probate construction project.</p>										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable Deborah A Ball</i>	Date: <i>10-13-11</i>
	Division Manager: 	Date: <i>10/13/11</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
001-5101-8020	Non departmental General Fund Building & Improvements	\$200,838

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

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request for Qualifications 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 Qualifications. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications 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 specified time of opening.

2. **Completeness:** All information required by the Request for Qualifications must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Qualifications documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request 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 Qualifications. Proposals must be submitted in "hard copy" format. Proposals submitted electronically, on computer diskette, 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 proposal opening date, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.

4. **Questions Regarding Specifications:** Any information relative to interpretation of specifications shall be requested of the Buyer, in writing, in ample time before the opening of proposals. No inquiries, if received in the Office of the Purchasing Department within five business (5) days of the date set for the opening of proposals, will be given any consideration. Any interpretation made to prospective Respondents will be expressed in the form of an Addendum to the Request for Qualifications which, if issued, will be no later than two (2) business days before the date set for the opening of proposals. Addendums to this Request for Qualifications 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 response that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein.

5. The County reserves the right to reject any or all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the County.

6. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Respondent 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.

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

8. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceeding by or against the Respondent, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Respondent 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 Respondent responsible for damages.

9. **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.

GENERAL CONDITIONS, CONTINUED

9. Continued: 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, 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.

10. Except for the furnishing and transportation of materials, the Respondent 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 Respondent 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 Respondent of his liabilities under this contract.

The Respondent 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 Respondent, 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 Respondent's proposed subcontractors in accordance with these and any other requirements of this Request for Qualifications.

11. Equal Opportunity: The Respondent shall maintain policies of employment as follows:

a) The Respondent and the Respondent's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Respondent 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 Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination and affirmative action programs.

b) The Respondent and the Respondent'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, disability or national origin.

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

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

GENERAL CONDITIONS, CONTINUED

14. Respondent and every subcontractor or person performing or contracting to perform any duty contemplated by this Request for Qualifications shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.

15. 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.

16. 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 Respondent 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 Respondent further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

17. The Respondent agrees that the County reserves and shall have the right to examine and audit, during reasonable office hours, the books and records of the Respondent pertaining to finances and operations of the Respondent in the performance of this Contract.

18. 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 Americans With Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Respondent 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.

19. Insurance and Indemnification: The Respondent 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 respondent, its employees, agents, or subcontractors, or caused by others for whom respondent is liable, regardless of whether or not caused in part by any act or omission of Jackson County, its agencies, officials, officers, or employees. Respondent's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that Respondent is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Respondent as described in Exhibit A of this Request for Qualifications. Respondent shall file Certificates of Insurance with Jackson County Finance and Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

20. Upon selection of the successful proposals, a Contract incorporating the Terms, Conditions and Specifications of this Request for Qualifications 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 agreeable Contract, and upon a three (3) business day written notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.

21. Shelters for victims of domestic violence that receives funds pursuant to Sections 455.200 to 455.230 RSMo and Chapter 87 of the Jackson County Code shall file an annual report with the Board of Domestic Violence Shelters on or before the thirty-first day of March of the year following the year in which funds were received. The annual report shall include statistics on the number of persons served by the shelter, the relationship of the victim of domestic violence to the abuser, the number of referrals made for medical, psychological, financial, educational, vocational, child care services or legal services, and shall include the results of an independence audit. No information contained in the report shall identify any person served by the shelter or enable any person to determine the identity of any such person. The Board shall compile the reports file pursuant to this section annually and file them with the Clerk of the Legislature.

GENERAL CONDITIONS, CONTINUED

22. 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, 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 proposals have been rejected.

SPECIFICATIONS

In order to be considered for Domestic Violence Shelter Funds, you must submit a proposal in the format detailed below. Proposals shall be an **original document plus five copies**. To facilitate the evaluation of proposals, proposal shall be organized in the following manner:

01. Cover Letter, your Cover Letter shall include the following information:
 - Name of Agency
 - Tax ID Number
 - Address of Agency
 - Mailing Address of Agency (if different)
 - Telephone Number
 - Fax Number
 - Email Address
 - Contract Person and Title
 - Name of Proposed Program
 - Amount of Funding Requested
02. All pages of this Request for Qualifications, including all forms, filled out, signed and notarized where necessary
03. Written answers and documentation for questions 3.1 through 3.22 listed below:
 - 3.1 Please attach your current Articles of Incorporation and your current Bylaws.
 - 3.2 Is a part of your corporate purpose to provide temporary residential service or facilities to family or household members who are victims of domestic violence?
 - 3.3 Does your corporation have any purpose or activity other than offering services to victims of domestic violence or preventing domestic violence?
 - 3.4 If you answer to No. 3.3 above is yes, please list each and every additional purpose or activity, and indicate whether and in what way the other purpose or activity is related to the domestic violence purpose.
 - 3.5 If your answer to No. 3.3 above is yes, please state whether or not any funds received from this Board could be restricted for use only to provide services for domestic violence victims, and state what procedures would be used to ensure the restriction.
 - 3.6 What percentage of your funds come from sources other than funds distributed by the Board of Domestic Violence Shelters? These other sources may, be public or private and may include contributions of goods and services, including materials, commodities, transportation, office space or other types of facilities or personal services.
 - 3.7 Please attach a list of your trustees (Board of Directors and Officers of both the corporation and the shelter, if different) and indicate by statistical summary the racial, ethnic and socioeconomic make-up of those trustees.

SPECIFICATIONS, CONTINUED

03. Continued:

- 3.8 Does at least one of your trustees have personal experience in confronting or mitigating the problems of domestic violence?
- 3.9 Please attach your written policy requiring staff or volunteers to maintain the confidentiality of any information that would identify individuals served by the shelter.
- 3.10 Please attach your written policy against discrimination in admissions or provision of services on the basis of race, religion, color, age, marital status, national origin or ancestry.
- 3.11 Do you provide residential services or facilities for children when accompanied by a parent, guardian or custodian who is a victim of domestic violence and who is receiving temporary residential services from you?
- 3.12 What is your fiscal year?
- 3.13 For your fiscal year that ends in ~~2016~~ ²⁰¹¹, please attach your working budget.
- 3.14 Please list any resources that you have shared or offered to share or plan to share, with the other shelters (such as training programs, donated property, funding sources, etc.).
- 3.15 Please attach a summary of services your corporation will offer in the following calendar year. Please specify the type of service and the per unit charge associated with the service. Also, please attach a budget sheet that supports the services you have described.
- 3.16 If you plan to begin any new project in this or the next fiscal year, please attach information explaining what the project is, how you plan to fund it, and when you think it will be operational.
- 3.17 Please provide an estimate of the number of persons your shelter will serve during the following calendar year.
- 3.18 Is there any service which you are not able to fund, or for which you need matching funds, or which would benefit all shelters, that would qualify you for a special grant? If so, attach details.
- 3.19 Please attach any additional information which you believe the Board should know about your Shelter.
- 3.20 Because there may be questions that your corporation may be called upon to answer by the Board of Domestic Violence Shelters, please indicate whether your Executive Director and one to three of your Board Members can meet with the Jackson County Domestic Violence Board at a mutually agreeable time.
- 3.21 Please indicate whether any or all of the information including in your Proposal can be shared with other shelters.
- 3.22 Please attach your IRS Form 990 from the previous fiscal or calendar year.

PLEASE NOTE: The Board of Domestic Violence Shelters will evaluate all proposals. The Board will meet to review the proposals and develop funding recommendations. Notification will be sent to respondent's by the Jackson County Counselor's Office.