

REQUEST FOR LEGISLATIVE ACTION





Completed by County Counselor's Office:

Res/Ord No.: 20302

Sponsor(s): Crystal Williams

Date: November 18, 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a One Year Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of Furnishing, Installation, & Recycling of Carpet & Flooring for use by Various County Departments under the terms and conditions of the Circuit Court of Jackson County, Missouri contract 8000805-19-22-3, an existing competitively bid contract.</u></p>																
<p>BUDGET INFORMATION</p> <p><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></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></td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table> <tr> <td>Department:</td><td>Estimated Use:</td></tr> <tr> <td>Public Works</td><td>\$50,000</td></tr> <tr> <td>Parks + Rec</td><td>\$24,000</td></tr> </table> <p>Requesting approval by the Legislature of the term and supply contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$74,000 Prior Year Actual Amount Spent (if applicable): \$81,214</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department:	Estimated Use:	Public Works	\$50,000	Parks + Rec	\$24,000
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Department:	Estimated Use:																
Public Works	\$50,000																
Parks + Rec	\$24,000																
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18476 (April, 2014)</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Craig A. Reich, Senior Buyer, 816-881-3265</p>																
REQUEST SUMMARY	<p>Various County Departments require a term and supply contract for the furnishing of Furnishing, Installation, & Recycling of Carpet & Flooring. The Circuit Court of Jackson County, Missouri has contracted with RD Mann of Kansas City, KS to provide these products and services countywide, and allows other government entities to utilize this contract.</p> <p>Pursuant to 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a One Year Term and Supply Contract with One One Year Option to Extend for the furnishing of Furnishing, Installation, & Recycling of Carpet & Flooring for use by Various County Departments under the terms and conditions of the Circuit Court of Jackson County, Missouri contract 8000805-19-22-3, an existing competitively bid contract.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amounts. The availability of funds for specific purchases is subject to annual appropriation.</p>																
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																

COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Circuit Court of Jackson County, Missouri Contract No. 8000805-19-22-3	
REVIEW	Department Director: 	Date: 11-13-19
	Finance (Budget Approval,  If applicable	Date: 11-13-19
	Division Manager: 	Date: 11/13/19
	County Counselor's Office: 	Date: 11/14/19

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:

- ☒ 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.



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

Date: July 24, 2019
RE: Letter of Award For Carpet Contract
Contract Number: 8000805-19-22 3

Dear Mr. Colgan

Congratulations, the Circuit Court of Jackson County has selected your firm as the best qualified and best suited for the Carpet Replacement Contract 8000805-19-22 3.

Bid Term: July 15, 2019 through July 14, 2022
with three (1) year renewable options.
July 15, 2022 – July 14, 2023
July 15, 2023 – July 14, 2024
July 15, 2025 – July 15, 2026

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

1. Current Certificate of Liability Insurance
2. A listing of employees (first and last name) who will be working on-site along with their OSHA 10 Hour Safety Card
3. Current Mo. Business License

We have several pending projects and are anxious to begin this new contract.
If you have any questions regarding this award or any related matter, please do not hesitate to contact me directly at (816) 881-1309 desk phone, (816) 889-8853 work cell or tshepard@courts.mo.gov

Sincerely,

A handwritten signature in cursive script, appearing to read "Terry Shepard".

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



THE CIRCUIT COURT OF JACKSON COUNTY MISSOURI
Purchasing Department Award Recommendation

To: Greg Paszkiewicz	Evaluated By: Terry Shepard	Date: 7/16/19
Bid Number: 8000805-19-22-3	Opening Date: 7/15/19	Commodity: Carpet/Flooring Replacement
		Requisition # 8000805

Purchasing Recommends Award To:Vendor:

RD Mann

Term:

3 year Contract with 3 (1) year optional renewals

Purchasing Comments:

RD Mann was the lowest bidder, we have done business with them numerous years and they have performed well. All items are cost per sq. ft with labor included. Total amount was calculated by adding all costs of items per sq. ft.

<u>Vendor</u>	<u>Amount</u>	<u>Vendor</u>	<u>Amount</u>
Image Flooring	\$428.64	Commercial Floorworks	No Response
RD Mann	\$349.22	BR Carpet	No Response
MoKan	Non Responsive	Flooring and More	No Response

Provide review and Authorization: Department Please choose one.*Comments:*

- ☐ Accepting Bid As Recommended.
- ☐ Recommend Awarding Bid to _____
- ☐ Recommend All Bids Be Rejected
- ☐ Re-bid
- ☐ Requesting Additional Information Prior To Award
- ☐ Not Accepting Bid as Recommended
- ☐ Except Current Contract

Award Recommendation Authorization for Bid 8000805-19-22-3

✱


Signature of Authorization
Director of Court Services

Required Authorization for over \$5,000.00

Date

7/17/2019

✱


Signature of Authorization
Court Administrator Mary Marquez

Required Authorization of the Court Administrator for Purchases of \$25,000.00 or greater.

Date

7/17/2019

CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
CIRCUIT COURT PURCHASING DEPARTMENT
415 E. 12TH STREET
KANSAS CITY, MISSOURI 64106

ADDENDUM NOTICE # 1 OF 1
Bid: #8000805-19-22-3

Carpet Replacement Bid

Date: 7/11/19

Addendum #1:

1. Due to errors on the bid return sheet, use the attached form as the return sheet pricing sheet.
2. Bid date closing is extended to July 15, 2019 at 1:00 PM.
Electronic bid responses will not be accepted.

All other previous paragraphs stated in bid #8000805-19-22-3 still apply.

This addendum to be signed and returned with the bid proposal to Circuit Court.

Company: RDMann Fax: (913) 261-6801

Signature: [Signature] Date: 7/11/2019

If you have any questions concerning this addendum or the bid please contact:
Terry Shepard, CPPB
Senior Buyer, Circuit Court Purchasing; Phone (816) 881-1309 Fax (816) 881-3226
Cell phone – (816) 838-9759.

PART IV: BID RESPONSE Bid #8000805-19-22-3 PRICING PAGE "A"
Addendum Replacement Page


Refer to specifications pages 3-5 of this bid, all costs to include labor for installation or removal

Item	Price per Square Foot Including Installation High Performance Carpet	Price per Square Foot Including Installation Standard Performance Carpet	Price per Square Foot Including Installation Base Performance Carpet
Broadloom Carpet			
PC Philadelphia	\$ 2.22	\$ 2.26	\$ 1.96
Mannington	\$ 2.66	\$ 2.33	\$ 2.00
Queen Q.C. Commercial	\$	\$	\$
PatCraft	\$ 2.20	\$ 2.07	\$ 1.94
Carpet Squares	Price per Square Foot High Performance Carpet Squares Including Installation	Price per Square Foot Standard Performance Carpet Squares Including Installation	Price per Square Foot Base Performance Carpet Squares Including Installation
PC Philadelphia	\$ 3.28	\$ 2.98	\$ 2.66
Mannington	\$ 3.57	\$ 3.18	\$ 2.79
Queen Q.C. Commercial	\$	\$	\$
PatCraft	\$ 2.98	\$ 2.71	\$ 2.45
Vinyl Composition Tile:	Base Grade Per Sq. Ft. Including Installation	Premium Grade Per Sq. Ft. Including Installation	
	\$ 2.14	\$ 2.68	
Slip Retardant	Armstrong Safety Zoe Per Sq. Ft. Including Installation	Including Installation Per Sq. Ft. Mannington Safewalks	
	\$ 5.67	\$ 6.02	
Porcelain Tile	Stone Peak – Simply Modern 12" X 24 Per Sq. Ft. Including Installation		
	\$ 11.47		

ROM

Cove Base	4" tall per linear ft Including Installation	4 1/2" tall per linear ft Including Installation	6" tall per linear ft Including Installation
Roppe (Cove) Rubber with toe 700 series. Include Installation Cost	\$ Rubber - \$1.74 700 - \$1.61	\$ Rubber - 1.95 700 1.77	\$ Rubber - \$2.44 700 - \$2.21
Johnsonite TP Series Including Installation	\$ 1.76	\$ 1.96	\$ 2.44
Roppe Contours #45 Visual 7" 3/4" Including Installation	\$ 5.44 LF		
LVT Commerical Luxury Vinyl Include Installation Cost	Mohawk Hot and Heavy Per Sq. Ft.	Armstrong Natural Creations Earthcut Per Sq. Ft.	Philadelphia In the Grain 2 Per Sq. Ft.
	\$ 5.60	\$ 5.11	\$ 3.75
Stair Nose Including Installation	#204 Undercut Carpet Nosing 1/4" (Vinyl)	#206 Double Undercut Stair Nosing 1/4" Vinyl	
	\$ 4.52	\$ 4.98	
	Normal Working Hours	After hours	
Carpet Squares Take Up, removal and disposal Cost per square foot, including labor.	\$.41¢	\$.61¢	
Broadloom/Glue Down Take Up, removal and disposal Cost per square foot	\$.41¢	\$.61¢	
Broadloom/Pad Take Up, removal and disposal, Cost per square foot	\$.41¢	\$.61¢	
	Normal Working Hours	After hours	
Furniture Jacking Services, Price per hour Including Installation	\$ 65.76	\$ 88.04	
	Normal Working Hours	After hours	

RAM

Above and beyond normal required floor patch, leveler, Per Sq. Ft. normal working hours Including Installation	\$.76	\$ 1.11	
Above and beyond normal required floor patch, leveler, Sq.ft. after normal working hours	\$	\$	
8.0 Stair Tread Johnsonite Cosmology Raised Square Surface Per Sq. Foot Including Installation	\$ 32.98	\$ 35.63	
	Vendor Signature:		

R.DM

Pricing Agreement Bid #8000805-19-22-3

AGREEMENT: Bidder certifies that he/she has read pages 1-21 and understands, and will fully and faithfully comply with this Invitation for Bid and any referenced documents. That the following Company hereby agrees to furnish the services on which prices are quoted herein in accordance with all terms, conditions and specifications of this Invitation for Bid. Bidder also certifies that the prices offered were independently developed without consultation with any other bidders or potential bidders.

We further testify to our recognition of any modifications to IFB document as comprising a portion of the Contract Documents. Addendums recognized and included in the above bid are as follows: Numbers 1 _____.

The undersigned proposer, having examined and determined the scope of the Request For Proposal, hereby proposes to provide the required travel, labor, services, materials, parts, and equipment and to perform the services as described in the proposal documents and to do all work at the prices set forth herein.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons submitting proposals on this contract.

Interior's One dba RDMann Commercial 73-1550805
Company Name Flooring Federal Tax Number or FEIN
3200 S 24th St
Mailing Address
Kansas City KS 666106
City State Zip Code
10601 E Ute St
Remit to Address
Tulsa OK 74116
City State Zip Code
Steve Colgan Project Manager
Printed Name Title of Representative
[Signature] 7/11/2019
Authorized Signature Date
(913) 963-6151
Company Phone Number
scolgan@rdmann.com
Company E-Mail Address

Website Address _____

All pages of this Invitation for Bid are expressly made a part of this contract. Signature of offeror as indicated herein above MUST BE COMPLETED before contract can be awarded.

COOPERATIVE PROCUREMENT

If the Circuit Court awarded you the proposed contract, would you sell under the same prices and terms of this contract to any Municipal, County, Public Utility, Hospital, or Educational Institution and that are located within the greater Kansas City Metropolitan Trade Area?

Possible negotiations could occur to clarify any additional terms and/or conditions needed by any participating entities or parties to this contract.

The Circuit Court assumes no authority, liability or obligation, on behalf of any other public or private entity that may use any contract resulting from this bid.

All purchases and payment transaction will be made directly between the contractor and the requesting entity.

Any exceptions to this requirement must be specifically noted in the bid/proposal response. (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any entity or party to utilize this contract).

(Check one) Yes ☒ No ☐


Signature: 

Escalation/De-escalation:

Escalation/De-escalation of after warranty Service Charges

The price established in this contract for hourly rates shall be fixed for the first year of the contract. The percentage over contractor's cost shall remain firm and fixed during any term or duration of contract. Contractor may request increase in Hourly Wage Rate quoted after the first year when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workman in that occupational title category or increase of manufactures cost. However, increases will only take effect when the Contractor has provided evidence in writing of such increases to the reasonable satisfaction of the Circuit Court's Purchasing Manager and such Manager has indicated his/her approval of such increase in writing.


Print Name


Signature


Date

SUBCONTRACTOR INFORMATION

If Contractor has to sub-out any of the aforementioned work, please list below the Subcontractors company name and address. If no Subcontractor is required, please mark **N/A**. Either way, please submit this page with bid.

1) Company Name: Kelly Kaeckell Phone: (913) 271-6361

Street Address: 2505 Metropolitan

City/State/Zip: Kansas City, KS 66106

2) Company Name: E + R Cnst Phone: (913) 207-2035

Street Address: 12212 Norwood

City/State/Zip: Leawood, KS 66209

PRIOR EXPERIENCE (References)

Please list below three (3) current business references for which you have performed work similar to that required by this invitation for bid. **(If you are a current vendor of the Circuit Court Division you do not need to complete this section, please mark "CURRENT VENDOR or if you have done business with Circuit Court in the past)**

1. Company Name: CURRENT VENDOR

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

2. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

3. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

RD Mann Commercial
Company Name


Authorized Signature

Now comes in the City of Kansas City, County of Jackson
State of MO being duly sworn on her or his oath, deposes and says;

1. That I am the Project Manager (Title of Affiant) of RD Mann Commercial Flooring (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf;
2. That no officer, agent or employee of the Jackson County Circuit Court is financially interested, directly or indirectly in what Bidder is offering to sell to the Jackson County Court pursuant to this Invitation For Bid.
3. That if Bidder were awarded any contract job, work or service for the Jackson County Circuit Court, no officer, agent or employee of the Circuit Court would be pecuniary interested in or receive any benefit from the profit or emoluments of such;
4. That Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation For Bid.
5. That all employee's assigned to do work at the Jackson County Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."
6. It is our understanding that all informational materials and files reviewed which has been provided on a need-to-know basis in the performance of this contract shall be privileged and held confidential. It is agreed that information regarding the Circuit Court shall not be shared or discussed with any persons outside the Circuit Court without the express written consent of the Circuit Court. In the event there is reason to believe that the confidentiality of this information has been breached, the Court Administrator shall be notified immediately.

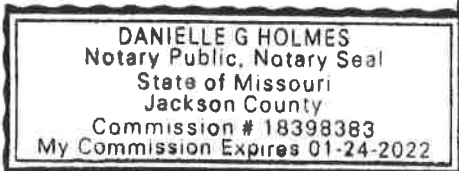
Steve Colgan (Name of Affiant)

By: [Signature] (Signature of Affiant)

Project Manager (Title of Affiant)

Subscribed and sworn to before me this 11th day of July 2019.

Danielle G Holmes



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

(SEAL)

My commission expires: 1/24/22

Invitation For Bid #8000805-19-22-3



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

Carpet Replacement Contract 8000805-19-22-3

Number: 8000805-19-22-3

Issue Date: July1, 2019

Due Date: July 12, 2019

Time: 1:00 P.M. CST

Opening Date: July 12, 2019

Time: 1:05 P.M. CST

E-mail or Faxed bids will NOT be accepted.

Vendor may request a site visit to view typical areas requiring flooring replacement, such as, Jury Rooms, Courtrooms, Offices, Chambers, Bathrooms, Stairs and Hallways. Contact Terry Shepard for an appointment.

Terry Shepard
tshepard@courts.mo.gov

Phone: 816-881-1309

INVITATION FOR BID

#8000805-19-23-3

Carpet Replacement

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

Telephone: (816) 881-1309

Cell: (816) 889-8853

E-Mail: tshepard@courts.mo.gov

1.0 Overview:

The purpose of this Invitation to Bid is for the Jackson County Circuit Court to establish a Term and Supply vendor to Provide and Install replacement flooring for all locations of The Circuit Court of Jackson County on an as needed bases. The flooring may include but is not limited to; carpet (tiles and broadloom), Ceramic tiles, Vinyl tiles, Cove Base, Carpet Pad, Stair Treads, Stair Nosing, Transition Strips and all other supplies and materials associated with flooring services as well as take up and disposal of existing flooring materials.

**1.1 Contract Term: This is a Three (3) year contract with three (3) one year options to renew. Beginning July 15, 2019 thru July 14, 2022
Possible Renewables July 15, 2022 through July 2025**

1.2 Court Locations:

- 415 East 12th Street Kansas City, MO 64106
- 1305 Locust Street, Kansas City, MO 64106
- 1315 Locust Street, Kansas City, MO 64106
- 308 West Kansas, Independence, MO 64050

2.0 Scope of Services To Be As Follows:

- 2.1 Removal and proper/lawful disposal of existing floor materials that are to be replaced. Including but not limited to: Broadloom, Carpet Squares, Tile, Transition Strips, Stair Tread, padding, Rubber Cove Base, Wood Cove Base.
- 2.2 Installation of carpet includes vendor providing all labor, materials, supplies and equipment as required to complete each individual project (i.e. cove base, thresholds, strips, etc...) as required.
- 2.3 All steps to include stair nose.
- 2.4 Seaming diagram may be required prior to installation.
- 2.5 Vendor shall be responsible for physical measurements at no cost to the Court and is responsible for the accuracy of the measurement and the fit of the work.
- 2.6 Finished installation shall be smooth without shags, ripples, bubbles, stretching, open seams, gaps at walls or between carpet squares, or other irregularities that will detract from appearances of the carpet.
- 2.7 Vendor to provide all transportation and dumping fees necessary to complete the new

installation as well as disposal of demolition materials in a proper and lawful manner

- 2.8 Vendor MAY NOT use Circuit Court dumpsters or trash cans.
- 2.9 Carpet installation must follow the guidelines as set by the carpet manufacturer.
- 2.10 Floor preparation must be done in accordance with the carpet manufactures recommendations.
- 2.11 Vendor must clean existing carpet adhesive from decking or concrete floors and assure a sound, smooth surface, filling holes and cracks as necessary to accept the new floor covering. Commencement of work constitutes the Contractor's acceptance of surfaces and responsibility for them.
- 2.12 Furnish and install all hardware necessary for proper installation.
- 2.13 Upon completion of each area, remove all dirt, carpet scraps, yarns, razor blades etc. from the surface of the floor, finish by vacuuming new carpet for ready to move in condition.
- 2.14 All soiled spots or adhesive on carpet shall be removed. All loose pieces of yarn must be trimmed with sharp scissors.
- 2.15 Extreme caution to be taken when installing carpet not to damage or scrape area walls. All any damage done to paint, walls, woodwork, doors, wires etc. as a result of the carpet installation shall be the responsibility of the Contractor.
- 2.17 Circuit Court will in most cases have removed all furniture prior to carpet removal and installation, however in rare instances we will request the carpet vendor to move items.
- 2.18 Carpet stock: 10% carpet squares stock left for replacement use. Stock to be delivered to the 15 floor storage.
- 2.19 Vendor to provide quote before each job and receive purchase order prior to start of any project, quote to line itemize 10% overage for stock.
- 2.20 All carpet or flooring material installed at each job site shall be of the same millrun and/or dye lot for each item ordered. All carpet or flooring material shall be of the first quality (i.e. free from visual blemishes and physical defects.) No irregulars, promotional goods, mill ends, or remnants shall be accepted unless the Court requests such goods to be used.
- 2.21 Removal of existing carpet: The successful Contractor shall provide services to remove existing flooring, remove broadloom in large pieces, roll tightly and pack neatly in container; sweeping up dust or debris trail left in the removal process. Disposal must comply with Federal and Local laws.

3.0 Warranty: The successful Contractor shall warrant all material and workmanship delivery under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the Court may reasonably determine is the responsibility of the contractor for one year after the date of final acceptance/installation and without cost to the Court for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees as specified. All materials or equipment provided shall be new, unused or of the latest model or design and of recent manufacture with a valid manufactures product of warranty.

4.0 Floor Preparation: Floors shall be prepared in accordance with the manufacture's recommendations. Sub-floors/underlayment shall be dry, clean and smooth per CRI-104 and manufacturer's instructions. They shall be free from stain, varnish, solvent, wax, oil and other foreign matter.

4.0.1 Minor Floor Preparation shall be included in price quote and basic installation.

- 4.0.2 Filling of hairline cracks, 1/8" or less
- 4.0.3 Filling sporadic small chips and depressions of 1/4" deep or less than 3/4" in diameter
- 4.0.4 Broom sweeping of subfloors that are to be receiving new flooring.

4.1 Exceptions to Minor Floor Preparations such as unusual floor problems, rehabilitation, repair of structural damage, etc. are not included in price quote and basic installation and shall be identified and estimated accordingly. Exceptions to Minor Floor Preparation must be approved by the County before any charges may be assessed. Exceptions to Minor floor preparation shall include:

- 4.1.1 Sanding and scraping residue such as drywall mud, paint overspray, old adhesives etc.
- 4.1.2 Filling, leveling or floating water damaged concrete
- 4.1.3 Leveling or skim coating floors
- 4.1.4 Repairing or re-nailing defective underlayment

4.2 Perform bond and moisture tests on concrete sub floors to determine if surfaces are sufficiently dry.

4.3 Product Care:

Vendor shall provide original packaging listing manufacturer's name, product name, identification number and related information including documentation of NSF.ANSI and other required standards.

- 4.3.1 The successful contractor shall provide written instructions and on-site training in the maintenance of the carpet and flooring for custodial staff if requested by the Court

4.4 Broadloom and Carpet Tile Performance Standards

High Performance

- 4.4.1 Backing: Must have minimum 25 -year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not to be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
- 4.4.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 3.5.
- 4.4.3 Lightfastness: Rating of 4 or better after 160 standard fading hours.
- 4.4.3 Colorfastness: Rating of 3 or better
- 4.4.4 Permanent Stain Resistance: Pass AATCC175
- 4.4.5 Construction: Loop Pile

4.5 Standard Performance: Applies to medium – heavy traffic areas such as corporate, retail, hospitality, classrooms and with good installation conditions.

- 4.5.1 Backing: Must have minimum 15 -year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not to be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
- 4.5.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 3.0.
- 4.5.3 Lightfastness: Rating of 4 or better after 80 standard fading hours
- 4.5.3 Colorfastness: Rating of 3 or better
- 4.5.4 Construction: Loop Pile

4.6 Base Performance: Applies to limited use areas such as private offices, conference rooms, sleeping rooms and some administrative areas and with the best installation conditions.

- 4.6.1 Backing: No warranty necessary for this performance level
- 4.6.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 2.5
- 4.6.3 Lightfastness: Rating of 4 or better after 40 standard fading hours
- 4.6.4 Colorfastness: Rating of 2 or better
- 4.6.5 Construction: Loop Pile

4.7 Vinyl Composition Tile: Base Grade – Reference the following products as standard of quality for this category

4.7.1 Base Grade- Reference the following products as standards of quality for this category

- Armstrong Standard Excelone Imperial Texture 1/8 inch thickness)
- Mannington Essential/Designer Essentials (1/8 inch thickness)
- Or Court Approved Equal

4.7.2 Premium Grade – Reference the following as standard of quality for this category

- Armstrong Natural Creations (1/8 inch thickness)
- Mannington Brushworks, Solid Point, Color Point (1/8 inch thickness)
- Or Court Approved Equal

4.7.3 Slip retardant – Reference the following products as standards of quality for this category

- Armstrong Safety Zoe (1/8 inch thickness)
- Mannington Safewalks (1/8 inch thickness)
- Or Court Approved Equal

4.8 LVT Commercial Luxury Vinyl

- Mohawk Hot and Heavy
- Armstrong – Natural Creations Earthcut
- Philadelphia In the Grain 2
- or Approved Equal

4.9 Resilient Wall Base/Cove Base

Rubber Wall Base: Resilient Wall Base Products complying with ASTM F-1861

- Johnsonite TP Series 4" and 6"
- Roppe 700 Series 4" and 6"
- Roppe Contours #45 Visual 7" ¾"
- or Approved Equal

5.0 Stair Nose

Roppe

- #204 Undercut Carpet Nosing ¼" (Vinyl)
- #206 Double Undercut Stair Nosing ¼" (Vinyl)
- or Approved Equal

6.0 Porcelain Tile

Stone Peak

- 12" X 24" Porcelain Tile
- Style: Simply Modern
- Color: Simply Tan
- or Approved Equal

7.0 Stair Tread

Johnsonite

- Cosmology Raised Square Surface
- One Piece Tread
- VIRTRSPS-LD6-SQ

8.0 Listed above are the specifications of materials Circuit Court has used in the past and intends to use going forward, however Circuit Court reserves the right to request from the awarded vendor a quote for materials that might be required to best serve the Courts needs that are not listed on the bid.

PART II **CONTRACTOR'S RESPONSIBILITIES**

1.0 **Prevailing Wage:**

This job is classified as Prevailing Wage **Not Less** than the prevailing hourly rate of wages, as set forth in the Annual Wage Order Number 26, Section 048, Incremental Increase Page dated: June 2019 attached to and made part of the specification for work under this contract, **must** be paid to all workers performing work under this contract. See section 290.250, RSMO. A **Journeyman** in respective trades must be the lead personnel when performing services.

1.1 Contractor will forfeit a penalty of one hundred (\$100) dollars per day (or portion of a day) to the 16th Judicial Circuit Court of Jackson County, Missouri/Circuit Court Division for each worker that is paid less than the prevailing wage rate for any work done under this contract by the contractor or by any subcontractor (See section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060, Code of State Regulations-Prevailing Wage Rules.

1.2 Contractor **MUST** strictly adhere to all PREVAILING WAGE LAWS. Which includes providing Certified Copies of Payroll and the completion of the Compliance Affidavit **BEFORE** Payment will be made by the 16th Judicial Circuit Court of Jackson County, Missouri / Circuit Court Division. Approved forms will be provided by the Purchasing Department upon request.

2.0 **Equal Employment Opportunity:**

The awarded Contractor shall be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR Chapter 60).

3.0 **Occupational Safety and Health Administration (OSHA):**

The Contractor and his/her employees, while on the Circuit Court property, shall comply with the Occupational Safety and Health Act of 1970 (OSHA), latest version.

3.1 As of August 28, 2009; pursuant to the Missouri Revised Statutes [Chapter 292] Health and Safety of Employees (Section 292.675, paragraph 2) "Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.

3.2 The Contractor will forfeit a penalty to the 16th Judicial Circuit Court of Jackson County, Court Division in the amount of \$2,500 plus an additional \$100 for each worker employed by the contractor or subcontractor, for each calendar day, or portion thereof, such worker is employed without the required training. (See section 292.675 RSMo).

4.0 **E-Verify:**

Formerly the Basic Pilot/Employment Eligibility Verification Program is an online system operated jointly by the Department of Homeland Security and the Social Security Administration (SSA). In compliance with Missouri HB 1549, effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

4.1 As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Circuit Court) to a business entity, the business entity (Contractor) shall, by sworn affidavit and provision of

documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

- 4.2 The Contractor must complete and return the **Affidavit of Compliance with Section 285.530 RSMo**; page 14. Upon contract award the Contractor **MUST** enroll in the E-Verify program provide the **E-Verify Memorandum of Understanding** that was completed when Contractor enrolled in the E-Verify program.

5.0 Transient Employer:

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

6.0 Wage Subsidies, Bid Supplements, and Rebates:

No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in section 290.262.

- 6.1 In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsections 1 or 2 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610.

- 6.2 Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in section 290.262 for each hour that work was performed. It shall be the duty of the department to calculate the dollar amount owed to the public body under this section.

7.0 Right to Work

"All contractors doing business in the State of Missouri and working on behalf of the Jackson County Circuit Court **MUST** ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government." Contractor certifies, by signing the Attachment H – Contractor Information/Signature Page; page 26 of this BID that all employees of the Contractor are legally eligible to work within the United States. If Circuit Court determines that the contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing any future business with the Jackson County Circuit Court.

8.0 Certificate of Authority:

All Foreign corporations transacting business in the state of Missouri must have obtained a "Certificate of Authority" form – Corp – 42 from the Missouri Secretary of State.

- 18.1 Every foreign corporation now doing business in or which may hereafter do business in the state of Missouri without a certificate of authority shall be subject to a fine of not less than \$1,000.00 (see sections 351.572 and 351.574, RSMo).

9.0 Applicable Laws:

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

9.1 "All contractors doing business in the State of Missouri and working on behalf of the Jackson County Circuit Court MUST ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."

9.2 If Circuit Court determines that a current contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing business with the Jackson County Circuit Court.

9.3 The contractor must strictly comply with Federal, State, and Local building and safety codes. Equipment must meet all Federal and State regulations for grounding of electrical equipment. The successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSI, NFPA and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provision of this bid.

10.0 Insurance:

Bidder will be required to purchase and maintain during the life of the contract Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than those set forth below:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Missouri
2. Employer's Liability A. Each Accident B. Disease-Each Employee C. Disease-Policy Limit	\$500,000.00 \$500,000.00 \$500,000.00
3. Commercial General Liability A. Each Occurrence B. Products/Completed Operations C. Personal and Advertising Injury D. General Aggregate	\$1,000,000.00 \$2,000,000.00 \$1,000,000.00 \$2,000,000.00
4. Business Automobile Liability	\$1,000,000.00

10.1 The awarded Contractor shall provide the Circuit Court with a Certificate of Insurance within 15 business days after award is made. The Certificate of Insurance must be received before the work can commence in connection with the contract, evidencing the coverage's above.

10.2 The insurance certificate shall name the Jackson County Circuit Court as the Certificate Holder with an endorsement modifying the policy to list the Circuit Court as additional insured for its interest on all policies of insurance, except Worker's Compensation and provides that the Circuit Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage.

11.0 Indemnification:

"Contractor shall bear all loss, expenses (including reasonable attorney fees), and damage in connection with, and shall indemnify and hold harmless Circuit Court Services, the Sixteenth

Judicial Circuit of Missouri, Jackson County, Missouri, and the State of Missouri from all claims, demands and judgments made or recovered against Circuit Court Services, the Sixteenth Judicial Circuit of Missouri, Jackson County, Missouri, and the State of Missouri, and their officers, employees and agents, arising out of, incidental to, or in connection with, Contractor's work under this contract. Contractor's agreement to indemnify and hold harmless the parties referenced in this paragraph shall apply to any act of omission or commission by Contractor, its employees, and its agents, including negligence. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the Sixteenth Judicial Circuit of Missouri, the Circuit Court Division, Circuit Court Services, and the State of Missouri."

- 11.1 Further, the Contractor shall fully indemnify, defend, and hold harmless the Circuit Court from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Circuit Court's misuse or modification or Contractor's products or Circuit Court's operation or use of Contractor's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Circuit Court the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Circuit Court the right to continue using the product, the Contractor shall remove the product and refund the Circuit Court the amounts paid in excess of a reasonable rental for past use. The Circuit Court shall not be liable for any royalties.
- 11.2 The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Circuit Court giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Circuit Court in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.
- 12.0 Offeror's Liability:
The offeror shall be responsible for any and all personal injury or property damage as a result of the offeror's negligence involving any equipment or service provided under the terms and conditions, and requirements of the contract. In addition, the offeror assumes the obligation to save the Court, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The offeror also agrees to hold the Court, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any other person under the supervision of the offeror under the terms of the contract.
- 12.1 The offeror shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Court, including its agencies, employees, and assignees.
- 12.2 The offeror shall be liable for any of the following: (1) third party claims against the Court for losses or damages (other than those listed above), (2) loss of, or damage to, the Court's records or data; or (3) economic consequential damages or incidental damages, even if the offeror is informed of their possibility.
- 13.0 Offeror's Status:
The offeror represents him or herself to be an independent contractor offering such services to the general public and shall not represent him/her to be an employee of the Circuit Court. Therefore, the offeror shall assume all legal and financial responsibility for taxes, FICA, fringe benefits, workers compensation, employee insurance, minimum wage requirements, etc., and agrees to indemnify, save, and hold the Circuit Court, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees); and damage of any kind related to such matters

14.0 Vendor's Employees on Site:

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

14.1 On site workers must speak English or have an interpreter on site at all times.

14.2 All work shall be performed and all complaints handled with due regard to the Court public relations. The contractor shall utilize competent employees in performing the work. At the request of the Court, the contractor shall replace any incompetent, unfaithful, offensive, abusive or disorderly person in his or her employ. The Court and the contractor shall each be promptly notified by the other of any complaints received.

14.3 The contractor must strictly comply with Federal, State, and Local building and safety codes. Equipment must meet all Federal and State regulations for grounding of electrical equipment. The successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSII, NFPA and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provision of this bid.

14.4 In the event the contractor utilizes apprentice technicians in providing technical services as specified herein, the "Apprentice" to "Journeyman" ratio shall not be greater than one (1) to one (1). At least one (1) "Journeymen" MUST be present at any and/or all service work provided in this contract.

15.0 Licenses and Permits:

The Successful Contractor must provide a copy of a current Missouri State Business License to the Purchasing Department Ten (10) business days after receiving Notification of Award. The copy of the Missouri State business License must be received by the Circuit court Purchasing Department prior to the commencement of any work on this project.

15.1 All special licenses, permits, and/or inspection costs which may be required in the course of exceptional work under this contract from any entity of local, state or federal government shall be obtained by the contractor on behalf of the Circuit Court and shall be billed to the work requiring such. This does not apply to normal licenses, permits, and/or inspection costs which are required by electrical industry standards and other costs which the contractor must incur at its expense. Offeror's technical employees must possess all applicable licenses and must be properly certified to perform the requirements of this contract.

16.0 Warranty:

All materials furnished under this contract shall be the latest improved models in current production, as offered through commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon the date of acceptance by the Court. The contractor shall provide the designated Court representatives with all manufacturers' warranty documents upon completion of installation and any training prior to leaving the job site.

16.1 If any defects or signs of deterioration are noted which in the Court's opinion are due to faulty workmanship or materials, the contractor, upon notification and at his/her expense, shall make the necessary repairs to correct any deficiency in the job.

16.2 Regardless of any statement to the contrary, the contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

- 16.3 In regard to any goods which are included in the sale hereunder, contractor makes to the Court the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.
- 16.4 In the event that any new equipment or parts installed by the contractor fails and is under warranty, the contractor shall be responsible for replacement and contacting the manufacturer or supplier for warranty repair/replacement. The Court shall not be responsible for any additional costs to repair/replace new equipment or parts that are still under warranty. The contractor is responsible for all liability.
- 17.0 Ambiguity, Conflict, or Other Errors in BID:
If a proposer discovers any ambiguity, conflict, discrepancy omission or other error in the BID, it shall immediately notify the Senior Purchasing Agent of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given notice to all parties who have received this BID from Circuit Court's Purchasing Department. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the BID prior to submitting the proposal or it shall be deemed waived.
- 17.1 Implied Requirements: Products and services that are not specifically requested in this BID, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- 18.0 Minimum Qualifications:
Possession and submittal (if requested) of a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If personnel are not yet hired, the contractor shall provide at the time of employment.
- 18.1 Contractor MUST have at least five years of experience in the commercial industry. Technicians, unless "Apprentices" selected to perform work for this contract MUST have a minimum of three (3) years commercial experience. Apprentice shall have a minimum of one year of commercial experience. "Apprentices" and/or Helpers/Non technicians will not be allowed to perform a job unsupervised.
- 18.2 A Vendor shall provide documentation of license and commercial experience for journeymen and apprentices when requested by Circuit Court.
- 19.0 Silence of Specifications:
The apparent silence of specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 20.0 Confidentiality:
The contractor acknowledges that information disclosed to them concerning Circuit Court operations or business during the performance of the contract that is confidential and/or proprietary to Circuit Court, shall not be disclosed to third parties without Circuit Court's prior written consent.
- 20.1 The contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in their records or obtained by the Court or from others in carrying out their functions under the contract shall be used or disclosed by them. Circuit Court reserves the right to review such procedures to ensure acceptability. Persons requesting such information shall be referred to Circuit Court.
- 20.2 All proprietary information and all copies thereof shall be returned to Circuit Court upon completion of the work for which it was obtained or developed.

- 20.3 Ownership of all material and documentation originated and prepared pursuant to the BID shall belong exclusively to the Court and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a contractor in connection with a procurement transaction shall not be subject to disclosure under the Freedom of Information Act. However, the contractor must invoke the protections of this section prior to or upon submission of the data or other materials.
- 21.0 Asbestos:
If contractor suspects asbestos at the job site all work must be stopped immediately and the Circuit Court Buyer notified of the suspicion.
Testing of the suspected asbestos and removal will be the responsibility of the Circuit Court.
- 22.0 Environmental Protection:
The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 23.0 Dust Barrier:
If requested, Contractor must provide and install dust barriers and cover all ceiling and wall vents to contain dust and dirt.
- 24.0 Noise and Odors:
All jobs/tasks that will involve excessive noise (hammering, drilling, grinding etc) or strong odors (glues, grinding etc) vendor must notify the Senior Buyer and schedule these tasks between 7:00 AM to 9:00 .M. or after 5:00 P.M. or as discussed and approved by the Court Agent.
- 25.0 Damage Control
All buildings and appurtenances and finishing shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Including but not limited to flooring damage, scratches to wood etc.
25.1 Such damages to the foregoing shall be repaired and/or replaced by the approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.
- 26.0 Clean Up
The Contractor(s) shall at all times keep the property free from rubbish and debris. It is the responsibility of the vendor to legally and properly dispose of all debris.
26.1 Vendor shall clean all areas of scrap materials; dirt, dust and debris generated in performance of the service at the time the service is provided and lawfully dispose of.
26.2 Vendor must not use Court dumpsters, trash cans or any other Court property without prior authorization by the Circuit Court.
26.3 Public restrooms must not be used for washing of tools and equipment, nor may the stools or sinks be used to dispose of janitorial type liquids. Only assigned janitorial sinks as authorized by the Circuit Court Senior Buyer will be allowed for use.
- 27.0 Utilities and Services:
Any shutdown of utilities and or services must be approved and scheduled with the Circuit Court Senior Buyer.

- 28.0 Secure Facility:
Circuit Court Facilities are Secure Facilities and the vendor must take security measures at all times, especially when pertaining to tools. If any tools, equipment or materials become missing, report to the appointed Circuit Court representative immediately.
- 28.1 Vendor shall make prior arrangements with the Purchasing Manager for access to the building for performance of the service.
- 28.2 Vendor shall provide and update the list of all vendor personnel at the job site. Vendor shall comply with all security measures required by Circuit Court.
- 29.0 Client Safety:
The well being of the clients/employees of the occupants is paramount. Extreme caution and special care shall be taken in order to protect the clients/employees from unforeseen and unfamiliar danger. Construction activities shall not interfere with the normal Owner operation, except as otherwise arranged with and approved by the owner. The Contractor shall take all necessary precautions for the safety of the Court's and Contractor's employees at and on the worksite and shall erect and properly maintain at all times all necessary safeguards for the protection of the Public, Employees and Workman. The Contractor shall post signs warning against hazards in/and around the work site. Only authorized employees are allowed on the work sites. Family members or friends to the work site are not permitted.
- 29.1 Vendor shall report immediately to Circuit Courts representative the existence of unsafe condition (s), which will compromise the performance of the service.
- 30.0 Final Inspection & Approval:
Upon completion of project Contractor will request the Purchasing Manager and or Project Manager to conduct a site inspection. The Purchasing Agent will prepare a punch list during the inspection and shall forward a copy to the Contractor. After any corrective actions have been accomplished, the Contractor shall request a final inspection with the Court Purchasing Agent. Final project approval is contingent upon the Purchasing Managers final inspection and written approval.

PART III **TERMS AND CONDITIONS**

1.0 **GENERAL CONDITIONS**

- 1.1 The contractor agrees to comply with all Federal and State Laws, and Local Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
- 1.2 The original bid response and all copies shall be signed by a corporate officer, partner, proprietor or owner.
- 1.3 The Circuit Court will not be responsible for articles or services furnished without a Purchase Order or Change Order if original order is altered.
- 1.4 Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Court Division is upon the contractor.
- 1.5 All invoices and correspondence shall show number of Purchase Order and the work order number. All invoices shall be rendered in duplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.
- 1.6 Contractor agrees to defend, protect, and hold the Circuit Court harmless from any claims and Actions arising out of patent infringement.
- 1.7 In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Circuit Court, it will be the policy of the Court to encourage the purchase of products manufactured or assembled or produced in the United States (Buy American Act), provided, However this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00.
- 1.8 Authorized signature must be on proposal as well as the printed name along with contact person and telephone number. Proposal is not valid unless signed by an authorized representative of the firm providing the proposal.
- 1.9 Do not include taxes in labor rates or costs d. The Circuit Court of Jackson County
- 1.10 Missouri is exempt from Federal transportation and state sales tax Sec. 39(10), Article 3 of Missouri Constitution of July 1, 1946. Circuit Court will provide tax certificates upon request of the awarded vendor.

2.0 **Missouri Project Letter of Exemption:**

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

- 2.1 If a contractor or subcontractor is to use new materials, parts, supplies, and equipment then the contractor or subcontractor a Missouri Project Exemption Certificate and Tax Exemption Letter will be issued and the contractor may purchase such items of tangible personal property without liability for sales tax if such property will be used in the performance of the contract.
- 2.2 The contractor awarded the contract under this solicitation is hereby obligated:
To pay any subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Circuit Court for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or to notify the Circuit Court and the subcontractor(s) in writing of the contractor's intention to withhold payment and the reason.

3.0 Exceptions

Any desired exceptions to the Terms and Conditions of the BID must be included in the bid response and must address the specific bid paragraph where a conflict exists. The offerors' preprinted terms and conditions WILL NOT be considered by Circuit Court and should therefore not be included with this proposal.

4.0 Performance

Circuit Court relies upon the contractor to provide services in accordance with the statement of work and the conditions set forth by Circuit Court. Therefore, the contractor agrees that timeliness, the capacity to deliver the service, and the quality of the service is the desired contractual outcome.

- 4.1 Circuit Court reserves the right to inspect all operations and to withhold payment for any work not performed or not performed in accordance with any specifications. Errors, omissions or mistakes in design shall be corrected at no cost to the Circuit Court. Failure to do so shall be cause for withholding of payment for that service. In addition, if deficiencies are not corrected in a timely manner, the Circuit Court may characterize the contractor as uncooperative, which could result in the termination of contract and/or future service opportunities.

5.0 Cancellation:

Failure to perform any or all of the terms, promises and/or conditions of the contract, including the scope of work, may be deemed a substantial breach thereof. Default may be for any of the following:

- 5.1 In the opinion of Circuit Court, the contractor fails to perform adequately the services required in the contract;
- 5.2 In the opinion of the Court, the contractor attempts to impose on Circuit Court services that are not specified in the contract, or workmanship which is of an unacceptable quality;
- 5.3 In the opinion of Circuit Court, the contractor fails to make progress in the performance of the requirements of the contract and/or gives Circuit Court a positive indication that the contractor will not or cannot perform to the requirements of the contract.
- 5.4 Circuit Court shall give the contractor written notice of default. After receipt of such notice, the contractor shall have ten (10) days in which to cure such failure.
- 5.5 In the event the contractor does not cure such failure, Circuit Court may terminate the contractual agreement resulting from this BID without further consideration by so notifying the contractor in writing. Circuit Court may also terminate contract with (30) days written notice for any reason deemed in the best interest of the court.
- 5.6 The Court reserves the right to terminate the contract at any time, for the convenience of the Court, without penalty or recourse, by giving written notice to the contractor at least fourteen (14) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Court pursuant to the contract prior to the effective date of termination.

6.0 Funding:

Circuit Court is operated and funded on a January 1 to December 31 basis. Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party to this contract shall be terminated immediately upon receipt of written notice from the Court. Notwithstanding the foregoing, the Court shall pay the Contractor for all services rendered up to the effective date of termination.

7.0

Assignment:

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Court Purchasing Department.

7.1

The contractor shall agree and understand that, in the event the Purchasing Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the Court pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

8.0

Background Check:

The awarded Offeror may be required to authorize and request release to the Circuit Court, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record. Circuit Court may conduct and/or review a background investigation before rendering a decision regarding offeror's eligibility to perform stated services. Offeror shall agree to cooperate in any such investigation, and release from all liability or responsibility the Circuit Court, and all other persons, firms, and Corporations.

9.0

Proposal Opening:

Proposals shall be opened on the date and time, and at the place designated in the cover page of this document, unless amended in writing by the Court. The name of each offeror and their bid response submitted shall be publicly read and recorded in the presence of witnesses at this time.

10.0

Offeror's Rights:

All materials submitted in response to this BID become the property of Court and are to be appended to any formal documentation which would further define or expand the contractual relationship between Circuit Court and the offeror.

11.0

Offer and Acceptance Period:

Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

12.0

Award of Contract:

The contract shall be awarded to the responsible Offeror whose bid is determined to be the most advantageous to Circuit Court, taking into consideration the evaluation factors and criteria set forth in the Invitation for Bid.

12.1

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

13.0

Tie Bid

In the event of a tie bid, the purchasing agent will write the tie bidder's names on separate pieces of paper. The names will then be placed in an empty box and designated employee will draw a name from the box without examining the contents of the box. Three witnesses must be in attendance. The name drawn will then become the awarded vendor. The purchasing official and the witnesses shall document and attest to the results. Vendors are encouraged to be in attendance at the drawing.

14.0

Award Protest:

Any protest concerning the award of a contract shall be decided by the Director of Court Services after consultation with legal counsel. Protests shall be in writing to the Office of the Purchasing Department and shall be filed within three (3) business days of final approval and acceptance of the contested proposal by the Purchasing Department. The written protest shall include the name and address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. A protest is considered filed when all requested information is received by the Office of the Purchasing Department along with the required cashier's check or bond. The Director of Court Services will respond the written protest within fourteen (14) DAYS OF ITS

RECEIPT. The Director of Court Services decision relative to the protest shall be final and no further appeals will be recognized.

Upon receipt of protest, the Circuit Court may, but is not required to delay its award of said contract. The protesting bidder is required to submit a bond by cashier's check the protest bond will be submitted as follows:

Issued in the amount of 1% of the value of the solicitation, but in no case less than five hundred dollars (\$500.00)

Or more than five thousand dollars. This bond shall be in the form of a US postal service money order or a certified cashier's check made payable to the Circuit Court of Jackson County. Money will be refunded to the submitting vendor only if the protest is found in their favor.

15.0 Contract:

A binding contract shall consist of: (1) the BID and any amendments thereto, (2) the contractor's response (offer) to the BID, (3) clarification of the proposal, if any, and (4) the Court's acceptance of the BID by "notice of award" or by "purchase order". All attachments included in the BID shall be incorporated into contract by reference and the subsequent contract shall be titled Carpet Replacement Contract Number 8000805-19-22-3

15.1 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, parts and/or services, the contractor must receive a properly authorized purchase order.

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

15.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Court or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands that no other method and/or no other document, including correspondence from the Court, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

16.0 Contract Extension for Service:

Circuit Court reserves the right to extend the period of any resultant contract beyond the stated expiration date, after negotiation with contractor, for any period up to an additional 3 years, as long as contractor's performance remains of the highest quality and in to the benefit of the Circuit Court. Increase of Service costs may be adjusted to reflect changes in market and Prevailing Wage fluctuations. Vendor must provide the Courts proper documentation of increased costs and costs must be approved by the Circuit Court.

55.1 Upgrades in equipment/supplies to keep pace with changing technology or requirements of the Court are permissible with proof of pricing.

17.0 Severability:

If any provision of the contract is determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the contract shall not be affected and each provision of the contract shall be enforced to the fullest extent permitted by law.

18.0 Governing Law:

The contract shall be governed by the laws of the State of Missouri without regard to Missouri's choice of law rules and shall be deemed executed at Jackson County, Missouri.

19.0 Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in Jackson County, Missouri. The 16th Circuit Court sitting in Jackson County, Missouri, shall be the venue for any state action or proceeding arising hereunder in which the Circuit Court is a party.

Refer to specifications pages 3-5 of this bid, all costs to include labor for installation or removal

Item	Price per Square Foot Including Installation High Performance Carpet	Price per Square Foot Including Installation Standard Performance Carpet	Price per Square Foot Including Installation Base Performance Carpet
Broadloom Carpet			
PC Philadelphia	\$	\$	\$
Mannington	\$	\$	\$
Pat Craft	\$	\$	\$
Queen Q.C. Commercial	\$	\$	\$
PatCraft	\$	\$	\$
Carpet Squares	Price per Square Foot High Performance Carpet Squares Including Installation	Price per Square Foot Standard Performance Carpet Squares Including Installation	Price per Square Foot Base Performance Carpet Squares Including Installation
PC Philadelphia	\$	\$	\$
Mannington	\$	\$	\$
Queen Q.C. Commercial	\$	\$	\$
PatCraft	\$	\$	\$
PC Philidelphia	\$	\$	\$
Vinyl Composition Tile:	Base Grade Per Sq. Ft. Including Installation	Premium Grade Per Sq. Ft. Including Installation	
	\$	\$	
Slip Retardant	Armstrong Safety Zoe Per Sq. Ft. Including Installation	Including Installation Per Sq. Ft. Mannington Safewalks	
	\$	\$	
Porcelain Tile	Stone Peak – Simply Modern 12" X 24 Per Sq. Ft. Including Installation		
	\$		

20.0 Waiver

Waiver by either party of any term or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of this Agreement can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.

21.0 Billing

- 21.1 The Contractor shall submit invoice(s), certified copies of payroll and the Prevailing Wage Compliance Affidavit to the Purchasing Department for approval of payment.
- 21.2 Invoice must reference the purchase order number and must be received within thirty (30) days of completion of the service. Circuit Court will not make payment until all Prevailing Wage requirements are met.
- 21.3 Payment terms are net 30 days after approval of the invoice and all prevailing wage requirements are met.
- 21.4 No late payment fees shall apply.
- 21.5 The invoice shall be addressed to the Circuit Court of Jackson County, but mailed to Purchasing Department, Room 8M East, Kansas City, MO. 64106
- 21.6 Do not bill tax. The Court is exempt from payment of the Missouri Sales Tax in accordance With Section 39 (10), Article 3, of the Missouri Constitution and is also exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. A certificate of exemption will be sent per request of the awarded vendor.
- 21.7 Invoices must be attached to the required prevailing wage documents and e-mailed to: tshepard@courts.mo.gov or mailed to:
Jackson County Circuit Court
415 East 12th Street
Purchasing, Room 8M East
Kansas City, Missouri 64106
- 21.8 Vendor must invoice and provide prevailing wage within 30 days of job completion.
- 21.9 Circuit Court will only send payment to one designated remit to address.
- 21.10 Vendor must provide the specific contact name of our assigned representative, number and title for all invoice and payment questions.
- 21.11 Statements must include the specific invoice number and amount.
- 21.12 Payments: The Court will make payment to the contractor within 30 days of receipt of a correct and complete invoice that includes all requested prevailing wage Documentations. Invoice must itemize material and labor rates/hours separately
- 21.13 Service: At no time shall service and/or supplies be withheld due to non-payment or other issues. All services and supplies shall be performed and provided while any discrepancies are addressed.

21.0 Dock/Parking

Circuit Court is equipped with a loading/unloading dock on the Oak Street Side. Vendors may use the dock to load or unload equipment, tools and supplies. After unloading they must park either on the street or public parking areas. A list of parking lots will be supplied to vendor upon request.

Cove Base	4" tall per linear ft Including Installation	4 1/2" tall per linear ft Including Installation	6" tall per linear ft Including Installation
Roppe (Cove) Rubber with toe 700 series. Include Installation Cost	\$	\$	\$
Johnsonite TP Series Including Installation	\$	\$	\$
Roppe Contours #45 Visual 7" 3/4" Including Installation	\$		
LVT Commerical Luxury Vinyl Include Installation Cost	Mohawk Hot and Heavy Per Sq. Ft.	Armstrong Natural Creations Earthcut Per Sq. Ft.	Philadelphia In the Grain 2 Per Sq. Ft.
	\$	\$	\$
Stair Nose Including Installation	#204 Undercut Carpet Nosing 1/4 (Vinyl)	#206 Double Undercut Stair Nosing 1/4" Vinyl	
	\$	\$	
	Normal Working Hours	After hours	
Carpet Squares Take Up, removal and disposal Cost per square foot, including labor.	\$	\$	
Broadloom/Glue Down Take Up, removal and disposal Cost per square foot	\$	\$	
Broadloom/Pad Take Up, removal and disposal, Cost per square foot	\$	\$	
	Normal Working Hours	After hours	
Furniture Jacking Services, Price per hour Including Installation	\$	\$	
	Normal Working Hours	After hours	
Above and beyond normal required floor patch, leveler, Per Sq. Ft. normal working hours Including Installation	\$	\$	

Above and beyond normal required floor patch, leveler, Sq.ft. after normal working hours	\$	\$	
8.0 Stair Tread Johnsonite Cosmology Raised Square Surface Per Sq. Foot Including Installation	\$	\$	
	Vendor Signature:		

Pricing Agreement Bid #8000805-19-22-3

AGREEMENT: *Bidder certifies that he/she has read pages 1-21 and understands, and will fully and faithfully comply with this Invitation for Bid and any referenced documents. That the following Company hereby agrees to furnish the services on which prices are quoted herein in accordance with all terms, conditions and specifications of this Invitation for Bid. Bidder also certifies that the prices offered were independently developed without consultation with any other bidders or potential bidders.*

We further testify to our recognition of any modifications to IFB document as comprising a portion of the Contract Documents. Addendums recognized and included in the above bid are as follows: Numbers _____, _____, _____.

The undersigned proposer, having examined and determined the scope of the Request For Proposal, hereby proposes to provide the required travel, labor, services, materials, parts, and equipment and to perform the services as described in the proposal documents and to do all work at the prices set forth herein.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons submitting proposals on this contract.

Company Name Federal Tax Number or FEIN

Mailing Address DUNS #

City State Zip Code

Remit to Address

City State Zip Code

Printed Name Title of Representative

Authorized Signature Date

Company Phone Number

Company E-Mail Address

Website Address

All pages of this Invitation for Bid are expressly made a part of this contract. Signature of offeror as indicated herein above MUST BE COMPLETED before contract can be awarded.

COOPERATIVE PROCUREMENT

If the Circuit Court awarded you the proposed contract, would you sell under the same prices and terms of this contract to any Municipal, County, Public Utility, Hospital, or Educational Institution and that are located within the greater Kansas City Metropolitan Trade Area?

Possible negotiations could occur to clarify any additional terms and/or conditions needed by any participating entities or parties to this contract.

The Circuit Court assumes no authority, liability or obligation, on behalf of any other public or private entity that may use any contract resulting from this bid.

All purchases and payment transaction will be made directly between the contractor and the requesting entity.

Any exceptions to this requirement must be specifically noted in the bid/proposal response. (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any entity or party to utilize this contract).

(Check one) Yes ☐ No ☐

Signature: _____

Escalation/De-escalation:

Escalation/De-escalation of after warranty Service Charges

The price established in this contract for hourly rates shall be fixed for the first year of the contract. The percentage over contractor's cost shall remain firm and fixed during any term or duration of contract. Contractor may request increase in Hourly Wage Rate quoted after the first year when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workman in that occupational title category or increase of manufactures cost. However, increases will only take effect when the Contractor has provided evidence in writing of such increases to the reasonable satisfaction of the Circuit Court's Purchasing Manager and such Manager has indicated his/her approval of such increase in writing.

Print Name

Signature

Date

SUBCONTRACTOR INFORMATION

If Contractor has to sub-out any of the aforementioned work, please list below the Subcontractors company name and address. If no Subcontractor is required, please mark **N/A**. Either way, please submit this page with bid.

1) Company Name: _____ Phone: _____

Street Address: _____

City/State/Zip: _____

2) Company Name: _____ Phone: _____

Street Address: _____

City/State/Zip: _____

PRIOR EXPERIENCE (References)

Please list below three (3) current business references for which you have performed work similar to that required by this invitation for bid. **(If you are a current vendor of the Circuit Court Division you do not need to complete this section, please mark "CURRENT VENDOR or if you have done business with Circuit Court in the past)**

1. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

2. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

3. Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Telephone Number: _____

Company Name

Authorized Signature

AFFIDAVIT PAGE Bid 8000805-19-23-

Now comes in the City of _____, County of _____

State of _____ being duly sworn on her or his oath, deposes and says;

1. That I am the _____ (Title of Affiant) of _____ (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf;
2. That no officer, agent or employee of the Jackson County Circuit Court is financially interested, directly or indirectly in what Bidder is offering to sell to the Jackson County Court pursuant to this Invitation For Bid.
3. That if Bidder were awarded any contract job, work or service for the Jackson County Circuit Court, no officer, agent or employee of the Circuit Court would be pecuniary interested in or receive any benefit from the profit or emoluments of such;
4. That Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation For Bid.
5. That all employee's assigned to do work at the Jackson County Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."
6. It is our understanding that all informational materials and files reviewed which has been provided on a need-to-know basis in the performance of this contract shall be privileged and held confidential. It is agreed that information regarding the Circuit Court shall not be shared or discussed with any persons outside the Circuit Court without the express written consent of the Circuit Court. In the event there is reason to believe that the confidentiality of this information has been breached, the Court Administrator shall be notified immediately.

_____ (Name of Affiant)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

Subscribed and sworn to before me this _____ day of _____.

NOTARY PUBLIC in and for the County of _____

State of _____

(SEAL)

My commission expires: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

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 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$64.53
Boilermaker		\$67.29
Bricklayer		\$55.57
Carpenter		\$55.90
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$50.61
Plasterer		
Communications Technician		\$57.27
Electrician (Inside Wireman)		\$61.61
Electrician Outside Lineman		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$32.01*
Glazier		\$53.47
Ironworker		\$62.72
Laborer		\$44.64
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$50.06
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$56.40
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$50.36
Plumber		\$67.77
Pipe Fitter		
Roofer		\$51.99
Sheet Metal Worker		\$65.32
Sprinkler Fitter		\$32.01*
Truck Driver		\$46.29
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$57.32
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$46.40
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.73
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$46.19
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 as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

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.

**Invitation For Bid
#8000805-19-22-3**



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

**Carpet Replacement
Contract 8000805-19-22-3**

Number: 8000805-19-22-3

Issue Date: July 1, 2019

Due Date: July 12, 2019

Time: 1:00 P.M. CST

Opening Date: July 12, 2019

Time: 1:05 P.M. CST

E-mail or Faxed bids will NOT be accepted.

Vendor may request a site visit to view the receiving area, elevators as well as typical areas that might require flooring replacement, such as, Jury Rooms, Courtrooms, Offices, Chambers, Bathrooms, Stairs and Hallways. Contact Terry Shepard for an appointment if you would like a site visit prior to bidding.

Terry Shepard
tshepard@courts.mo.gov

Phone: 816-881-1309

INVITATION FOR BID

#8000805-19-23-3

Carpet Replacement

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

Telephone: (816) 881-1309

Cell: (816) 889-8853

E-Mail: tshepard@courts.mo.gov

1.0 Overview:

The purpose of this Invitation to Bid is for the Jackson County Circuit Court to establish a Term and Supply vendor to Provide and Install replacement flooring for all locations of The Circuit Court of Jackson County on an as needed bases. The flooring may include but is not limited to; carpet (tiles and broadloom), Ceramic tiles, Vinyl tiles, Cove Base, Carpet Pad, Stair Treads, Stair Nosing, Transition Strips and all other supplies and materials associated with flooring services as well as take up and disposal of existing flooring materials.

**1.1 Contract Term: This is a Three (3) year contract with three (3) one year options to renew. Beginning July 15, 2019 thru July 14, 2022
Possible Renewables July 15, 2022 through July 2025**

1.2 Court Locations:

- 415 East 12th Street Kansas City, MO 64106
- 1305 Locust Street, Kansas City, MO 64106
- 1315 Locust Street, Kansas City, MO 64106
- 308 West Kansas, Independence, MO 64050

2.0 Scope of Services To Be As Follows:

- 2.1 Removal and proper/lawful disposal of existing floor materials that are to be replaced. Including but not limited to: Broadloom, Carpet Squares, Tile, Transition Strips, Stair Tread, padding, Rubber Cove Base, Wood Cove Base.
- 2.2 Installation of carpet includes vendor providing all labor, materials, supplies and equipment as required to complete each individual project (i.e. cove base, thresholds, strips, etc...) as required.
- 2.3 All steps to include stair nose.
- 2.4 Seaming diagram may be required prior to installation.
- 2.5 Vendor shall be responsible for physical measurements at no cost to the Court and is responsible for the accuracy of the measurement and the fit of the work.
- 2.6 Finished installation shall be smooth without shags, ripples, bubbles, stretching, open seams, gaps at walls or between carpet squares, or other irregularities that will detract from appearances of the carpet.
- 2.7 Vendor to provide all transportation and dumping fees necessary to complete the new

installation as well as disposal of demolition materials in a proper and lawful manner

- 2.8 Vendor MAY NOT use Circuit Court dumpsters or trash cans.
- 2.9 Carpet installation must follow the guidelines as set by the carpet manufacturer.
- 2.10 Floor preparation must be done in accordance with the carpet manufactures recommendations.
- 2.11 Vendor must clean existing carpet adhesive from decking or concrete floors and assure a sound, smooth surface, filling holes and cracks as necessary to accept the new floor covering. Commencement of work constitutes the Contractor's acceptance of surfaces and responsibility for them.
- 2.12 Furnish and install all hardware necessary for proper installation.
- 2.13 Upon completion of each area, remove all dirt, carpet scraps, yarns, razor blades etc. from the surface of the floor, finish by vacuuming new carpet for ready to move in condition.
- 2.14 All soiled spots or adhesive on carpet shall be removed. All loose pieces of yarn must be trimmed with sharp scissors.
- 2.15 Extreme caution to be taken when installing carpet not to damage or scrape area walls. All any damage done to paint, walls, woodwork, doors, wires etc. as a result of the carpet installation shall be the responsibility of the Contractor.
- 2.17 Circuit Court will in most cases have removed all furniture prior to carpet removal and installation, however in rare instances we will request the carpet vendor to move items.
- 2.18 Carpet stock: 10% carpet squares stock left for replacement use. Stock to be delivered to the 15 floor storage.
- 2.19 Vendor to provide quote before each job and receive purchase order prior to start of any project, quote to line itemize 10% overage for stock.
- 2.20 All carpet or flooring material installed at each job site shall be of the same millrun and/or dye lot for each item ordered. All carpet or flooring material shall be of the first quality (i.e. free from visual blemishes and physical defects.) No irregulars, promotional goods, mill ends, or remnants shall be accepted unless the Court requests such goods to be used.
- 2.21 Removal of existing carpet: The successful Contractor shall provide services to remove existing flooring, remove broadloom in large pieces, roll tightly and pack neatly in container; sweeping up dust or debris trail left in the removal process. Disposal must comply with Federal and Local laws.

3.0 Warranty: The successful Contractor shall warrant all material and workmanship delivery under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the Court may reasonably determine is the responsibility of the contractor for one year after the date of final acceptance/installation and without cost to the Court for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees as specified. All materials or equipment provided shall be new, unused or of the latest model or design and of recent manufacture with a valid manufactures product of warranty.

4.0 Floor Preparation: Floors shall be prepared in accordance with the manufacture's recommendations. Sub-floors/underlayment shall be dry, clean and smooth per CRI-104 and manufacturer's instructions. They shall be free from stain, varnish, solvent, wax, oil and other foreign matter.

- 4.0.1 Minor Floor Preparation shall be included in price quote and basic installation.
- 4.0.2 Filling of hairline cracks, 1/8" or less
- 4.0.3 Filling sporadic small chips and depressions of 1/4" deep or less than 3/4" in diameter
- 4.0.4 Broom sweeping of subfloors that are to be receiving new flooring.

4.1 Exceptions to Minor Floor Preparations such as unusual floor problems, rehabilitation, repair of structural damage, etc. are not included in price quote and basic installation and shall be identified and estimated accordingly. Exceptions to Minor Floor Preparation must be approved by the County before any charges may be assessed. Exceptions to Minor floor preparation shall include:

- 4.1.1 Sanding and scraping residue such as drywall mud, paint overspray, old adhesives etc.
- 4.1.2 Filling, leveling or floating water damaged concrete
- 4.1.3 Leveling or skim coating floors
- 4.1.4 Repairing or re-nailing defective underlayment

4.2 Perform bond and moisture tests on concrete sub floors to determine if surfaces are sufficiently dry.

4.3 Product Care:

Vendor shall provide original packaging listing manufacturer's name, product name, identification number and related information including documentation of NSF.ANSI and other required standards.

- 4.3.1 The successful contractor shall provide written instructions and on-site training in the maintenance of the carpet and flooring for custodial staff if requested by the Court

4.4 Broadloom and Carpet Tile Performance Standards

High Performance

- 4.4.1 Backing: Must have minimum 25 –year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not to be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
- 4.4.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 3.5.
- 4.4.3 Lightfastness: Rating of 4 or better after 160 standard fading hours.
- 4.4.3 Colorfastness: Rating of 3 or better
- 4.4.4 Permanent Stain Resistance: Pass AATCC175
- 4.4.5 Construction: Loop Pile

4.5 Standard Performance: Applies to medium – heavy traffic areas such as corporate, retail, hospitality, classrooms and with good installation conditions.

- 4.5.1 Backing: Must have minimum 15 –year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not to be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
- 4.5.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 3.0
- 4.5.3 Lightfastness: Rating of 4 or better after 80 standard fading hours
- 4.5.3 Colorfastness: Rating of 3 or better
- 4.5.4 Construction: Loop Pile

4.6 Base Performance: Applies to limited use areas such as private offices, conference rooms, sleeping rooms and some administrative areas and with the best installation conditions.

- 4.6.1 Backing: No warranty necessary for this performance level
- 4.6.2 Face: 100% type 6 or 6, 6 branded nylon with a minimum Texture Appearance Rating of 2.5
- 4.6.3 Lightfastness: Rating of 4 or better after 40 standard fading hours
- 4.6.4 Colorfastness: Rating of 2 or better
- 4.6.5 Construction: Loop Pile

4.7 Vinyl Composition Tile: Base Grade – Reference the following products as standard of quality for this category

4.7.1 Base Grade- Reference the following products as standards of quality for this category

- Armstrong Standard Excelone Imperial Texture 1/8 inch thickness)
- Mannington Essential/Designer Essentials (1/8 inch thickness)
- Or Court Approved Equal

4.7.2 Premium Grade – Reference the following as standard of quality for this category

- Armstrong Natural Creations (1/8 inch thickness)
- Mannington Brushworks, Solid Point, Color Point (1/8 inch thickness)
- Or Court Approved Equal

4.7.3 Slip retardant – Reference the following products as standards of quality for this category

- Armstrong Safety Zoe (1/8 inch thickness)
- Mannington Safewalks (1/8 inch thickness)
- Or Court Approved Equal

4.8 LVT Commercial Luxury Vinyl

- Mohawk Hot and Heavy
- Armstrong – Natural Creations Earthcut
- Philadelphia In the Grain 2
- or Approved Equal

4.9 Resilient Wall Base/Cove Base

Rubber Wall Base: Resilient Wall Base Products complying with ASTM F-1861

- Johnsonite TP Series 4" and 6"
- Roppe 700 Series 4" and 6"
- Roppe Contours #45 Visual 7" 3/4"
- or Approved Equal

5.0 Stair Nose

Roppe

- #204 Undercut Carpet Nosing 1/2" (Vinyl)
- #206 Double Undercut Stair Nosing 1/2" (Vinyl)
- or Approved Equal

6.0 Porcelain Tile

Stone Peak

- 12" X 24" Porcelain Tile
- Style: Simply Modern
- Color: Simply Tan
- or Approved Equal

7.0 Stair Tread

Johnsonite

- Cosmology Raised Square Surface
- One Piece Tread
- VIRTRSPS-LD6-SQ

8.0 Listed above are the specifications of materials Circuit Court has used in the past and intends to use going forward, however Circuit Court reserves the right to request from the awarded vendor a quote for materials that might be required to best serve the Courts needs that are not listed on the bid.

PART II **CONTRACTOR'S RESPONSIBILITIES**

1.0

Prevailing Wage:

This job is classified as Prevailing Wage **Not Less** than the prevailing hourly rate of wages, as set forth in the Annual Wage Order Number 26, Section 048, Incremental Increase Page dated: June 2019 attached to and made part of the specification for work under this contract, **must** be paid to all workers performing work under this contract. See section 290.250, RSMo. A **Journeyman** in respective trades must be the lead personnel when performing services.

1.1 Contractor will forfeit a penalty of one hundred (\$100) dollars per day (or portion of a day) to the 16th Judicial Circuit Court of Jackson County, Missouri/Circuit Court Division for each worker that is paid less than the prevailing wage rate for any work done under this contract by the contractor or by any subcontractor (See section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060, Code of State Regulations-Prevailing Wage Rules.

1.2 Contractor **MUST** strictly adhere to all **PREVAILING WAGE LAWS**. Which includes providing Certified Copies of Payroll and the completion of the Compliance Affidavit **BEFORE** Payment will be made by the 16th Judicial Circuit Court of Jackson County, Missouri / Circuit Court Division. Approved forms will be provided by the Purchasing Department upon request.

2.0

Equal Employment Opportunity:

The awarded Contractor shall be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR Chapter 60).

3.0

Occupational Safety and Health Administration (OSHA):

The Contractor and his/her employees, while on the Circuit Court property, shall comply with the Occupational Safety and Health Act of 1970 (OSHA), latest version.

3.1 As of August 28, 2009; pursuant to the Missouri Revised Statutes [Chapter 292] Health and Safety of Employees (Section 292.675, paragraph 2) "Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.

3.2 The Contractor will forfeit a penalty to the 16th Judicial Circuit Court of Jackson County, Court Division in the amount of \$2,500 plus an additional \$100 for each worker employed by the contractor or subcontractor, for each calendar day, or portion thereof, such worker is employed without the required training. (See section 292.675 RSMo).

4.0

E-Verify:

Formerly the Basic Pilot/Employment Eligibility Verification Program is an online system operated jointly by the Department of Homeland Security and the Social Security Administration (SSA). In compliance with Missouri HB 1549, effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

4.1 As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Circuit Court) to a business entity, the business entity (Contractor) shall, by sworn affidavit and provision of

documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

- 4.2 The Contractor must complete and return the **Affidavit of Compliance with Section 285.530 RSMo**; page 14. Upon contract award the Contractor **MUST** enroll in the E-Verify program provide the **E-Verify Memorandum of Understanding** that was completed when Contractor enrolled in the E-Verify program.

5.0 Transient Employer:

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

6.0 Wage Subsidies, Bid Supplements, and Rebates:

No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in section 290.262.

- 6.1 In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsections 1 or 2 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610.

- 6.2. Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in section 290.262 for each hour that work was performed. It shall be the duty of the department to calculate the dollar amount owed to the public body under this section.

7.0 Right to Work

"All contractors doing business in the State of Missouri and working on behalf of the Jackson County Circuit Court **MUST** ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government." Contractor certifies, by signing the Attachment H – Contractor Information/Signature Page; page 26 of this BID that all employees of the Contractor are legally eligible to work within the United States. If Circuit Court determines that the contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing any future business with the Jackson County Circuit Court.

8.0 Certificate of Authority:

All Foreign corporations transacting business in the state of Missouri must have obtained a "Certificate of Authority" form – Corp – 42 from the Missouri Secretary of State.

- 18.1 Every foreign corporation now doing business in or which may hereafter do business in the state of Missouri without a certificate of authority shall be subject to a fine of not less than \$1,000.00 (see sections 351.572 and 351.574, RSMo).

9.0 Applicable Laws:

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

9.1 "All contractors doing business in the State of Missouri and working on behalf of the Jackson County Circuit Court MUST ensure that all current employees of the contractor working for Circuit Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."

9.2 If Circuit Court determines that a current contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing business with the Jackson County Circuit Court.

9.3 The contractor must strictly comply with Federal, State, and Local building and safety codes. Equipment must meet all Federal and State regulations for grounding of electrical equipment. The successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSI, NFPA and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provision of this bid.

10.0 Insurance:

Bidder will be required to purchase and maintain during the life of the contract Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than those set forth below:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Missouri
2. Employer's Liability	
A. Each Accident	\$500,000.00
B. Disease-Each Employee	\$500,000.00
C. Disease-Policy Limit	\$500,000.00
3. Commercial General Liability	
A. Each Occurrence	\$1,000,000.00
B. Products/Completed Operations	\$2,000,000.00
C. Personal and Advertising Injury	\$1,000,000.00
D. General Aggregate	\$2,000,000.00
4. Business Automobile Liability	
	\$1,000,000.00

10.1 The awarded Contractor shall provide the Circuit Court with a Certificate of Insurance within 15 business days after award is made. The Certificate of Insurance must be received before the work can commence in connection with the contract, evidencing the coverage's above.

10.2 The insurance certificate shall name the Jackson County Circuit Court as the Certificate Holder with an endorsement modifying the policy to list the Circuit Court as additional insured for its interest on all policies of insurance, except Worker's Compensation and provides that the Circuit Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage.

11.0 Indemnification:

"Contractor shall bear all loss, expenses (including reasonable attorney fees), and damage in connection with, and shall indemnify and hold harmless Circuit Court Services, the Sixteenth

Judicial Circuit of Missouri, Jackson County, Missouri, and the State of Missouri from all claims, demands and judgments made or recovered against Circuit Court Services, the Sixteenth Judicial Circuit of Missouri, Jackson County, Missouri, and the State of Missouri, and their officers, employees and agents, arising out of, incidental to, or in connection with, Contractor's work under this contract. Contractor's agreement to indemnify and hold harmless the parties referenced in this paragraph shall apply to any act of omission or commission by Contractor, its employees, and its agents, including negligence. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the Sixteenth Judicial Circuit of Missouri, the Circuit Court Division, Circuit Court Services, and the State of Missouri."

11.1 Further, the Contractor shall fully indemnify, defend, and hold harmless the Circuit Court from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Circuit Court's misuse or modification or Contractor's products or Circuit Court's operation or use of Contractor's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Circuit Court the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Circuit Court the right to continue using the product, the Contractor shall remove the product and refund the Circuit Court the amounts paid in excess of a reasonable rental for past use. The Circuit Court shall not be liable for any royalties.

11.2 The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Circuit Court giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Circuit Court in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

12.0 Offeror's Liability:

The offeror shall be responsible for any and all personal injury or property damage as a result of the offeror's negligence involving any equipment or service provided under the terms and conditions, and requirements of the contract. In addition, the offeror assumes the obligation to save the Court, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The offeror also agrees to hold the Court, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any other person under the supervision of the offeror under the terms of the contract.

12.1 The offeror shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Court, including its agencies, employees, and assignees.

12.2 The offeror shall be liable for any of the following: (1) third party claims against the Court for losses or damages (other than those listed above); (2) loss of, or damage to, the Court's records or data; or (3) economic consequential damages or incidental damages, even if the offeror is informed of their possibility.

13.0 Offeror's Status:

The offeror represents him or herself to be an independent contractor offering such services to the general public and shall not represent him/her to be an employee of the Circuit Court. Therefore, the offeror shall assume all legal and financial responsibility for taxes, FICA, fringe benefits, workers compensation, employee insurance, minimum wage requirements, etc., and agrees to indemnify, save, and hold the Circuit Court, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

14.0 Vendor's Employees on Site:

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

14.1 On site workers must speak English or have an interpreter on site at all times.

14.2 All work shall be performed and all complaints handled with due regard to the Court public relations. The contractor shall utilize competent employees in performing the work. At the request of the Court, the contractor shall replace any incompetent, unfaithful, offensive, abusive or disorderly person in his or her employ. The Court and the contractor shall each be promptly notified by the other of any complaints received.

14.3 The contractor must strictly comply with Federal, State, and Local building and safety codes. Equipment must meet all Federal and State regulations for grounding of electrical equipment. The successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSI, NFPA and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provision of this bid.

14.4 In the event the contractor utilizes apprentice technicians in providing technical services as specified herein, the "Apprentice" to "Journeyman" ratio shall not be greater than one (1) to one (1). At least one (1) "Journeymen" MUST be present at any and/or all service work provided in this contract.

15.0 Licenses and Permits:

The Successful Contractor must provide a copy of a current Missouri State Business License to the Purchasing Department Ten (10) business days after receiving Notification of Award. The copy of the Missouri State business License must be received by the Circuit court Purchasing Department prior to the commencement of any work on this project.

15.1 All special licenses, permits, and/or inspection costs which may be required in the course of exceptional work under this contract from any entity of local, state or federal government shall be obtained by the contractor on behalf of the Circuit Court and shall be billed to the work requiring such. This does not apply to normal licenses, permits, and/or inspection costs which are required by electrical industry standards and other costs which the contractor must incur at its expense. Offeror's technical employees must possess all applicable licenses and must be properly certified to perform the requirements of this contract.

16.0 Warranty:

All materials furnished under this contract shall be the latest improved models in current production, as offered through commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon the date of acceptance by the Court. The contractor shall provide the designated Court representatives with all manufacturers' warranty documents upon completion of installation and any training prior to leaving the job site.

16.1 If any defects or signs of deterioration are noted which in the Court's opinion are due to faulty workmanship or materials, the contractor, upon notification and at his/her expense, shall make the necessary repairs to correct any deficiency in the job.

16.2 Regardless of any statement to the contrary, the contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

- 16.3 In regard to any goods which are included in the sale hereunder, contractor makes to the Court the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.
- 16.4 In the event that any new equipment or parts installed by the contractor fails and is under warranty, the contractor shall be responsible for replacement and contacting the manufacturer or supplier for warranty repair/replacement. The Court shall not be responsible for any additional costs to repair/replace new equipment or parts that are still under warranty. The contractor is responsible for all liability.
- 17.0 Ambiguity, Conflict, or Other Errors in BID:
If a proposer discovers any ambiguity, conflict, discrepancy omission or other error in the BID, it shall immediately notify the Senior Purchasing Agent of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given notice to all parties who have received this BID from Circuit Court's Purchasing Department. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the BID prior to submitting the proposal or it shall be deemed waived.
- 17.1 Implied Requirements: Products and services that are not specifically requested in this BID, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- 18.0 Minimum Qualifications:
Possession and submittal (if requested) of a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If personnel are not yet hired, the contractor shall provide at the time of employment.
- 18.1 Contractor MUST have at least five years of experience in the commercial industry. Technicians, unless "Apprentices" selected to perform work for this contract MUST have a minimum of three (3) years commercial experience. Apprentice shall have a minimum of one year of commercial experience. "Apprentices" and/or Helpers/Non technicians will not be allowed to perform a job unsupervised.
- 18.2 A Vendor shall provide documentation of license and commercial experience for journeymen and apprentices when requested by Circuit Court.
- 19.0 Silence of Specifications:
The apparent silence of specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 20.0 Confidentiality:
The contractor acknowledges that information disclosed to them concerning Circuit Court operations or business during the performance of the contract that is confidential and/or proprietary to Circuit Court, shall not be disclosed to third parties without Circuit Court's prior written consent.
- 20.1 The contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in their records or obtained by the Court or from others in carrying out their functions under the contract shall be used or disclosed by them. Circuit Court reserves the right to review such procedures to ensure acceptability. Persons requesting such information shall be referred to Circuit Court.
- 20.2 All proprietary information and all copies thereof shall be returned to Circuit Court upon completion of the work for which it was obtained or developed.

- 20.3 Ownership of all material and documentation originated and prepared pursuant to the BID shall belong exclusively to the Court and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a contractor in connection with a procurement transaction shall not be subject to disclosure under the Freedom of Information Act. However, the contractor must invoke the protections of this section prior to or upon submission of the data or other materials.
- 21.0 Asbestos:
If contractor suspects asbestos at the job site all work must be stopped immediately and the Circuit Court Buyer notified of the suspicion.
Testing of the suspected asbestos and removal will be the responsibility of the Circuit Court.
- 22.0 Environmental Protection:
The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 23.0 Dust Barrier:
If requested, Contractor must provide and install dust barriers and cover all ceiling and wall vents to contain dust and dirt.
- 24.0 Noise and Odors:
All jobs/tasks that will involve excessive noise (hammering, drilling, grinding etc) or strong odors (glues, grinding etc) vendor must notify the Senior Buyer and schedule these tasks between 7:00 AM to 9:00 .M. or after 5:00 P.M. or as discussed and approved by the Court Agent.
- 25.0 Damage Control
All buildings and appurtenances and finishing shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Including but not limited to flooring damage, scratches to wood etc.
25.1 Such damages to the foregoing shall be repaired and/or replaced by the approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.
- 26.0 Clean Up
The Contractor(s) shall at all times keep the property free from rubbish and debris. It is the responsibility of the vendor to legally and properly dispose of all debris.
26.1 Vendor shall clean all areas of scrap materials; dirt, dust and debris generated in performance of the service at the time the service is provided and lawfully dispose of.
26.2 Vendor must not use Court dumpsters, trash cans or any other Court property without prior authorization by the Circuit Court.
26.3 Public restrooms must not be used for washing of tools and equipment, nor may the stools or sinks be used to dispose of janitorial type liquids. Only assigned janitorial sinks as authorized by the Circuit Court Senior Buyer will be allowed for use.
- 27.0 Utilities and Services:
Any shutdown of utilities and or services must be approved and scheduled with the Circuit Court Senior Buyer.

28.0

Secure Facility:

Circuit Court Facilities are Secure Facilities and the vendor must take security measures at all times, especially when pertaining to tools. If any tools, equipment or materials become missing, report to the appointed Circuit Court representative immediately.

28.1 Vendor shall make prior arrangements with the Purchasing Manager for access to the building for performance of the service.

28.2 Vendor shall provide and update the list of all vendor personnel at the job site. Vendor shall comply with all security measures required by Circuit Court.

29.0

Client Safety:

The well being of the clients/employees of the occupants is paramount. Extreme caution and special care shall be taken in order to protect the clients/employees from unforeseen and unfamiliar danger. Construction activities shall not interfere with the normal Owner operation, except as otherwise arranged with and approved by the owner. The Contractor shall take all necessary precautions for the safety of the Court's and Contractor's employees at and on the worksite and shall erect and properly maintain at all times all necessary safeguards for the protection of the Public, Employees and Workman. The Contractor shall post signs warning against hazards in/and around the work site. Only authorized employees are allowed on the work sites. Family members or friends to the work site are not permitted.

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

30.0

Final Inspection & Approval:

Upon completion of project Contractor will request the Purchasing Manager and or Project Manager to conduct a site inspection. The Purchasing Agent will prepare a punch list during the inspection and shall forward a copy to the Contractor. After any corrective actions have been accomplished, the Contractor shall request a final inspection with the Court Purchasing Agent. Final project approval is contingent upon the Purchasing Managers final inspection and written approval.

PART III TERMS AND CONDITIONS

1.0 GENERAL CONDITIONS

- 1.1 The contractor agrees to comply with all Federal and State Laws, and Local Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
- 1.2 The original bid response and all copies shall be signed by a corporate officer, partner, proprietor or owner.
- 1.3 The Circuit Court will not be responsible for articles or services furnished without a Purchase Order or Change Order if original order is altered.
- 1.4 Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Court Division is upon the contractor.
- 1.5 All invoices and correspondence shall show number of Purchase Order and the work order number. All invoices shall be rendered in duplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.
- 1.6 Contractor agrees to defend, protect, and hold the Circuit Court harmless from any claims and Actions arising out of patent infringement.
- 1.7 In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Circuit Court, it will be the policy of the Court to encourage the purchase of products manufactured or assembled or produced in the United States (Buy American Act), provided, However this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00.
- 1.8 Authorized signature must be on proposal as well as the printed name along with contact person and telephone number. Proposal is not valid unless signed by an authorized representative of the firm providing the proposal.
- 1.9 Do not include taxes in labor rates or costs d. The Circuit Court of Jackson County
- 1.10 Missouri is exempt from Federal transportation and state sales tax Sec. 39(10), Article 3 of Missouri Constitution of July 1, 1946. Circuit Court will provide tax certificates upon request of the awarded vendor.

2.0 Missouri Project Letter of Exemption:

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

- 2.1 If a contractor or subcontractor is to use new materials, parts, supplies, and equipment then the contractor or subcontractor a Missouri Project Exemption Certificate and Tax Exemption Letter will be issued and the contractor may purchase such items of tangible personal property without liability for sales tax if such property will be used in the performance of the contract.
- 2.2 The contractor awarded the contract under this solicitation is hereby obligated:
To pay any subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Circuit Court for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or to notify the Circuit Court and the subcontractor(s) in writing of the contractor's intention to withhold payment and the reason.

3.0 Exceptions

Any desired exceptions to the Terms and Conditions of the BID must be included in the bid response and must address the specific bid paragraph where a conflict exists. The offerors' preprinted terms and conditions WILL NOT be considered by Circuit Court and should therefore not be included with this proposal.

4.0 Performance

Circuit Court relies upon the contractor to provide services in accordance with the statement of work and the conditions set forth by Circuit Court. Therefore, the contractor agrees that timeliness, the capacity to deliver the service, and the quality of the service is the desired contractual outcome.

- 4.1 Circuit Court reserves the right to inspect all operations and to withhold payment for any work not performed or not performed in accordance with any specifications. Errors, omissions or mistakes in design shall be corrected at no cost to the Circuit Court. Failure to do so shall be cause for withholding of payment for that service. In addition, if deficiencies are not corrected in a timely manner, the Circuit Court may characterize the contractor as uncooperative, which could result in the termination of contract and/or future service opportunities.

5.0 Cancellation:

Failure to perform any or all of the terms, promises and/or conditions of the contract, including the scope of work, may be deemed a substantial breach thereof. Default may be for any of the following:

- 5.1 In the opinion of Circuit Court, the contractor fails to perform adequately the services required in the contract;
- 5.2 In the opinion of the Court, the contractor attempts to impose on Circuit Court services that are not specified in the contract, or workmanship which is of an unacceptable quality;
- 5.3 In the opinion of Circuit Court, the contractor fails to make progress in the performance of the requirements of the contract and/or gives Circuit Court a positive indication that the contractor will not or cannot perform to the requirements of the contract.
- 5.4 Circuit Court shall give the contractor written notice of default. After receipt of such notice, the contractor shall have ten (10) days in which to cure such failure.
- 5.5 In the event the contractor does not cure such failure, Circuit Court may terminate the contractual agreement resulting from this BID without further consideration by so notifying the contractor in writing. Circuit Court may also terminate contract with (30) days written notice for any reason deemed in the best interest of the court.
- 5.6 The Court reserves the right to terminate the contract at any time, for the convenience of the Court, without penalty or recourse, by giving written notice to the contractor at least fourteen (14) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Court pursuant to the contract prior to the effective date of termination.

6.0 Funding:

Circuit Court is operated and funded on a January 1 to December 31 basis. Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party to this contract shall be terminated immediately upon receipt of written notice from the Court. Notwithstanding the foregoing, the Court shall pay the Contractor for all services rendered up to the effective date of termination.

7.0 Assignment:

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Court Purchasing Department.

- 7.1 The contractor shall agree and understand that, in the event the Purchasing Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the Court pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

8.0 Background Check:

The awarded Offeror may be required to authorize and request release to the Circuit Court, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record. Circuit Court may conduct and/or review a background investigation before rendering a decision regarding offeror's eligibility to perform stated services. Offeror shall agree to cooperate in any such investigation, and release from all liability or responsibility the Circuit Court, and all other persons, firms, and Corporations.

9.0 Proposal Opening:

Proposals shall be opened on the date and time, and at the place designated in the cover page of this document, unless amended in writing by the Court. The name of each offeror and their bid response submitted shall be publicly read and recorded in the presence of witnesses at this time.

10.0 Offeror's Rights:

All materials submitted in response to this BID become the property of Court and are to be appended to any formal documentation which would further define or expand the contractual relationship between Circuit Court and the offeror.

11.0 Offer and Acceptance Period:

Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

12.0 Award of Contract:

The contract shall be awarded to the responsible Offeror whose bid is determined to be the most advantageous to Circuit Court, taking into consideration the evaluation factors and criteria set forth in the Invitation for Bid.

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

13.0 Tie Bid

In the event of a tie bid, the purchasing agent will write the tie bidder's names on separate pieces of paper. The names will then be placed in an empty box and designated employee will draw a name from the box without examining the contents of the box. Three witnesses must be in attendance. The name drawn will then become the awarded vendor. The purchasing official and the witnesses shall document and attest to the results. Vendors are encouraged to be in attendance at the drawing.

14.0 Award Protest:

Any protest concerning the award of a contract shall be decided by the Director of Court Services after consultation with legal counsel. Protests shall be in writing to the Office of the Purchasing Department and shall be filed within three (3) business days of final approval and acceptance of the contested proposal by the Purchasing Department. The written protest shall include the name and address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. A protest is considered filed when all requested information is received by the Office of the Purchasing Department along with the required cashier's check or bond. The Director of Court Services will respond the written protest within fourteen (14) DAYS OF ITS

RECEIPT. The Director of Court Services decision relative to the protest shall be final and no further appeals will be recognized.

Upon receipt of protest, the Circuit Court may, but is not required to delay its award of said contract. The protesting bidder is required to submit a bond by cashier's check the protest bond will be submitted as follows:

Issued in the amount of 1% of the value of the solicitation, but in no case less than five hundred dollars (\$500.00)

Or more than five thousand dollars. This bond shall be in the form of a US postal service money order or a certified cashier's check made payable to the Circuit Court of Jackson County. Money will be refunded to the submitting vendor only if the protest is found in their favor.

15.0 Contract:

A binding contract shall consist of: (1) the BID and any amendments thereto, (2) the contractor's response (offer) to the BID, (3) clarification of the proposal, if any, and (4) the Court's acceptance of the BID by "notice of award" or by "purchase order". All attachments included in the BID shall be incorporated into contract by reference and the subsequent contract shall be titled Carpet Replacement Contract Number 8000805-19-22-3

15.1 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, parts and/or services, the contractor must receive a properly authorized purchase order.

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

15.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Court or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands that no other method and/or no other document, including correspondence from the Court, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

16.0 Contract Extension for Service:

Circuit Court reserves the right to extend the period of any resultant contract beyond the stated expiration date, after negotiation with contractor, for any period up to an additional 3 years, as long as contractor's performance remains of the highest quality and in to the benefit of the Circuit Court. Increase of Service costs may be adjusted to reflect changes in market and Prevailing Wage fluctuations. Vendor must provide the Courts proper documentation of increased costs and costs must be approved by the Circuit Court.

55.1 Upgrades in equipment/supplies to keep pace with changing technology or requirements of the Court are permissible with proof of pricing.

17.0 Severability:

If any provision of the contract is determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the contract shall not be affected and each provision of the contract shall be enforced to the fullest extent permitted by law.

18.0 Governing Law:

The contract shall be governed by the laws of the State of Missouri without regard to Missouri's choice of law rules and shall be deemed executed at Jackson County, Missouri.

19.0 Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in Jackson County, Missouri. The 16th Circuit Court sitting in Jackson County, Missouri, shall be the venue for any state action or proceeding arising hereunder in which the Circuit Court is a party.

20.0 Waiver

Waiver by either party of any term or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of this Agreement can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.

21.0 Billing

- 21.1 The Contractor shall submit invoice(s), certified copies of payroll and the Prevailing Wage Compliance Affidavit to the Purchasing Department for approval of payment.
- 21.2 Invoice must reference the purchase order number and must be received within thirty (30) days of completion of the service. Circuit Court will not make payment until all Prevailing Wage requirements are met.
- 21.3 Payment terms are net 30 days after approval of the invoice and all prevailing wage requirements are met.
- 21.4 No late payment fees shall apply.
- 21.5 The invoice shall be addressed to the Circuit Court of Jackson County, but mailed to Purchasing Department, Room 8M East, Kansas City, MO. 64106
- 21.6 Do not bill tax. The Court is exempt from payment of the Missouri Sales Tax in accordance With Section 39 (10), Article 3, of the Missouri Constitution and is also exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. A certificate of exemption will be sent per request of the awarded vendor.
- 21.7 Invoices must be attached to the required prevailing wage documents and e-mailed to: tshepard@courts.mo.gov or mailed to:
Jackson County Circuit Court
415 East 12th Street
Purchasing, Room 8M East
Kansas City, Missouri 64106
- 21.8 Vendor must invoice and provide prevailing wage within 30 days of job completion.
- 21.9 Circuit Court will only send payment to one designated remit to address.
- 21.10 Vendor must provide the specific contact name of our assigned representative, number and title for all invoice and payment questions.
- 21.11 Statements must include the specific invoice number and amount.
- 21.12 Payments: The Court will make payment to the contractor within 30 days of receipt of a correct and complete invoice that includes all requested prevailing wage Documentations. Invoice must itemize material and labor rates/hours separately
- 21.13 Service: At no time shall service and/or supplies be withheld due to non-payment or other issues. All services and supplies shall be performed and provided while any discrepancies are addressed.

21.0 Dock/Parking

Circuit Court is equipped with a loading/unloading dock on the Oak Street Side. Vendors may use the dock to load or unload equipment, tools and supplies. After unloading they must park either on the street or public parking areas. A list of parking lots will be supplied to vendor upon request.

AFFIDAVIT

STATE OF Kansas)
) SS.

COUNTY OF Wyandotte)

Johnson Flour and Home Interiors One

DBA - RD Mann Commercial of the City of Kansas City
County of Wyandotte State of Kansas being duly sworn on her or his oath, deposes and says:

1. That I am the Project Manager (Title of Affiant) of RD MANN Commercial (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, 2018 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.

RD Mann Commercial (Name of Bidder)

(Steve Colgan)

By: [Signature] (Signature of Affiant)

Project Manager (Title of Affiant)

Subscribed and sworn to before me this 11th day of October, 2019

Ashley M. Searcy
NOTARY PUBLIC in and for the County of Johnson (SEAL)

State of Kansas

My Commission Expires: Sept 27, 2022

ASHLEY M. SEARCY
Notary Public-State of Kansas
My Appt. Expires 9/29/22