



CLAY COUNTY
 PURCHASING DEPARTMENT
 1 COURTHOUSE SQUARE
 LIBERTY, MO 64068
 816-407-3630 Phone 816-407-3601 Fax

INVITATION FOR BID No. 16-13

Clay County will accept separate sealed bids from qualified persons or firms interested in providing the following:

**MOBILE & PORTABLE RADIOS
 AS A TERM & SUPPLY CONTRACT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS
 BIDS MUST BE RECEIVED BY AND WILL BE OPENED AT 2:00 PM LOCAL TIME ON MAY 23, 2013**

**PLEASE MARK YOUR ENVELOPE "SEALED BID 16-13"
 RETURN ONE (1) ORIGINAL AND TWO (2) COPIES TO:**

Clay County, Purchasing Department
 Attention: Jennifer Rogers, Procurement Officer
 1 Courthouse Square
 Liberty, MO 64068
 Phone: 816-407-3630 Fax: 816-407-3601
jrogers@claycountymo.gov

The undersigned certifies that they have the authority to bind this company in an agreement to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "no bid." Please type or print the information below. **Bidder is REQUIRED to complete, sign and return this form with their submittal of bid.**

_____		_____	
Company Name		Authorized Person (Print)	
_____		_____	
Address		Signature	
_____		_____	
City/County/State/Zip		Title	
_____		_____	
Telephone #	Fax #	Date	Tax ID #
_____		_____	
E-mail		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

If submitting a "no bid" please provide a brief explanation below for the reason why and return this page:

BIDDER'S INITIALS: _____

Approved by County Counselor 12.20.2009

TABLE OF CONTENTS:

Legal Notice and Invitation For Bid	Page 1
Table of Contents	Page 2
Advertisement	Page 3
Instructions to Bidders	Pages 4 - 5
Specific Requirements	Pages 5
Specifications	Page 6 - 9
Pricing	Page 10
Bid Page	Page 10
Cooperative Procurement with other Jurisdictions	Page 11
Website Information	Page 11
General Conditions	Pages 12 - 30
Insurance Requirements	Page 29
References	Page 31
Personnel Qualifications	Page 32

BIDDER'S INITIALS: _____

Approved by County Counselor 12.20.2009

INVITATION FOR BID

BID #16-13

Clay County will accept separate sealed bids from qualified persons or firms for mobile and portable radios. Bids must be received by and will be opened at 2:00 PM Local Time, on May 23, 2013, at the Clay County Administration Building, Purchasing Department, 1 Courthouse Square, Liberty, MO 64068.

Bidding documents and any addendums are available by accessing the County's web site at www.claycountymo.gov/bids/current , or the County's e-procurement system, Onvia-Demandstar at www.demandstar.com or by contacting the Purchasing Department at 816-407-3630. The County reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the County.

Jennifer Rogers, Procurement Officer

BIDDER'S INITIALS: _____

Approved by County Counselor 12.20.2009

SCOPE: Clay County, Missouri is soliciting bids from qualified persons or firms to provide mobile and portable radios for the County.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 Completing Bid: **ALL BID DOCUMENTS MUST BE SUBMITTED IN FULL (ALL PAGES OF THE BID SHALL BE EITHER SIGNED OR INITIALED) TO BE CONSIDERED RESPONSIVE.** All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid must be signed in ink by an authorized representative of the bidder and required information must be provided. The contents of the bid submitted by the successful bidder of this bid shall include **all** bid documents and will become a part of any contract award as a result of this solicitation. Bidder shall initial all pages where the document denotes "BIDDER'S INITIALS:____". Any bids not complying to this condition may be considered non-responsive and rejected.
- 1.2 Direct all questions regarding this bid to the Procurement Officer listed on page 1. The County reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the County.
- 1.3 The Bidder **MUST** complete EVERY SPACE in the section marked "OFFEROR'S BID" through the use of either a "YES" to indicate that the item being bid is exactly as specified OR a description to indicate any deviation of item being bid from the specifications.
- 1.4 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the County Purchasing Agent may result in rejection of your bid.
- 1.5 It is the responsibility of each bidder before submitting a bid to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than **May 16, 2013.**
- 1.6 Changes to the specifications will not be allowed except by written addendum issued by the Purchasing Department. Oral explanations or instructions given prior to award will not be binding.
- 1.7 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.8 Bidder shall bid net costs of all goods and services requested and all bids shall include all F.O.B. to destination and inside delivery.
- 1.9 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.10 The County reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the County. The County may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.11 Acceptance of this bid or any part thereof in writing within ninety (90) days after the opening date by the Purchasing Agent of the Clay County shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material, in accordance with the specifications and offeror's bid on the written order of the Purchasing Agent.
- 1.12 For prompt payment, all invoices must be sent directly to Parks Department, 17201 Paradesian, Smithville, MO 64089, 816-407-3400, 816-407-3411.

- 1.13** Whenever a material, article, or piece of equipment is identified on the plans or specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the County, of equal substance and function. When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes." The County, in its sole discretion, may reject proposed substitute items. Samples may be required for evaluation prior to award. **PLEASE SUBMIT DESCRIPTIVE LITERATURE WITH ALTERNATE BIDS.**

2.0 SPECIFIC REQUIREMENTS:

2.1 Evaluation Criteria: Award consideration will be based on:

- 2.1.1** Price: Lowest and best price for specified items, delivery terms/charges, time of completion and hourly rates for service, as specified, that are in the best interest of the County will be considered in evaluating this bid. Optional components may be part of the evaluation. The award shall be made to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the County, price and other factors considered.
- 2.1.2** References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar equipment and services; past performance history, references, and qualifications of technicians. The successful bidder shall employ service technicians with demonstrated qualifications and training to industry standards for technical support.
- 2.1.3** Inventory/Warehouse Availability for Equipment & Parts: The bidder shall state the availability of inventory and warehousing and the retail location. The County reserves the right to inspect the bidder's facilities as part of the evaluation for award.
- 2.1.4** Warranty: The County desires a minimum one-year warranty on all equipment.

2.3 DELIVERY AND BILLING:

- 2.3.1** Ordering Instructions:
Upon award, the department(s) will place orders. The order will be faxed or emailed and confirmed with the successful bidder by the County. The purchase order number will be referenced on the order, and **MUST** be referenced on all delivery tickets and invoices
- 2.3.2** Contact Information:
Clay County Ranger Division
Attn: Sgt. Phil Lasswell, Cpl. Charles Leach or Ranger John Davis
17201 Paradesian
Smithville, MO 64089
P 816-407-3400
F 816-407-3411
- 2.3.3** Tax Exempt: All or certain items required for this contract are for the constructing, repairing, or remodeling facilities for an exempt entity and qualify for exemption from State and local sales and use taxes under RSMo 144.062.

3.0 SPECIFICATIONS

The Clay County Department of Parks, Recreation & Historic Sites is seeking quotes for 700/800 Mhz P25 compliant mobile and portable radios that operate on the MARRS system. These radios will be utilized by the Clay County Ranger Division to ensure interoperability with public safety agencies in the MARC region.

Proposed 700/800 MHz P25 radios must be approved for use on the Kansas City P25 radio system. Programming details for the 700/800 MHz radios will be provided by the County.

At a minimum, the project will include the following basic components:

Mobile Radio Equipment - 700/800MHz P-25 Trunked Operation

Meet APCO minimum recommendations and EIA/TIA standards for Project-25 Phase I and Phase II Public Safety 700/800MHz trunked radio systems.

Incorporate heavy-duty construction, weather-sealed enclosures and weather-sealed controls to meet Military Standard 810 C, D, E and F for water, shock, vibration, dust, humidity and high/ low temperature performance.

Allow operations on Project-25 trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.

Front mount and rear mount – rear mount radios may require weatherproof control heads, speakers, microphones and other accessories (specific for motorcycle or fire operations). Optional: dual control-head with single rear mount radio, and dual radios with single control-head configurations to meet the needs of the different public safety departments.

Incorporate electronic, alphanumeric displays (minimum of eight characters) to provide visual indication of system availability, channel/talk group selection, incoming user ID, call alerts and operational status such as scan and channel busy.

Emergency priority button on mobile radio control panels to initiate an emergency priority call.

External alarm dry-contact closure to provide activation of a horn, light, etc. whenever the radio unit is individually called.

Data transmission capability.

Digital voice encryption, using P-25 Phase I and Phase II vocoder technology and federally approved AES/DES coding, to provide security during transmission and reception of sensitive communications.

Radio operating information shall be contained in an electrically erasable memory device. Unit will be fully programmable from an IBM-compatible computer. Sufficient quantities of programming software, system keys and equipment interface cables shall be part of the delivered equipment.

Transmit Time-Out Timer to warn the user of excessive transmission length. Time out timer should automatically disable the radio's transmitter after a pre-determined period; thereby eliminating talk group/channel interference caused by either a defective speaker/microphone or PTT button.

Installation will include the following vehicles

1. 1998 Jeep Cherokee
2. 2007 Dodge 1500 Pickup
3. 2007 Dodge Dakota Pickup
4. 2012 Ford F150 Pickup
5. 2008 Ford Escape Hybrid
6. 2007 Chevrolet Trailblazer
7. 2007 Chevrolet Trailblazer
8. 2008 Ford Explorer
9. 2003 Ford F150 (optional)
10. 2012 Baymaster (Boat) (optional)

COMPONENT	SPECIFICATION	OFFEROR'S BID	
Minimum Electrical Specifications			
Channel Capacity:	No less than twenty-four 25KHz bandwidth-equivalent RF channels/system; 8-systems/modes	Yes	No
Talk Group Capacity:	16, minimum, per system/mode	Yes	No
Primary Input Voltage:	11 to 16VDC, negative ground	Yes	No
Battery Drain:	Standby: 1.5 amperes, max. Receive: 4.0 amperes, max. Transmit: 15.0 amperes, max.	Yes	No
Environmental:	MIL-STD 810 C, D, E and F for shock, vibration, humidity and high/low temperature	Yes	No
Mobile P25 Transmitter			
Frequency Range:	806-821MHz; 851-866MHz; 764-776MHz;773-797MHz	Yes	No
Talk group Selection:	16 per system/mode	Yes	No
RF Output Impedance:	50 ohms	Yes	No
Output Power:	minimum 15 watts	Yes	No
Channel Spacing:	25/12.5/6.25 KHz/NPSPAC	Yes	No
Spurious/Harmonic:	At least 64db below carrier	Yes	No
Frequency Stability:	1.5 PPM from -30°C to 60°C	Yes	No
Modulation:	11K0F3E; 8K10F1E;16K0F1E; 8K10F1D	Yes	No
Modulation Deviation:	+/-5 KHz for 25 KHz Channel ; +/-3 KHz for NPSPAC	Yes	No
Audio Distortion:	Less than 5% @ 1 KHz	Yes	No
Audio Response:	+1, -3 db of a 6db per octave pre-emphasis characteristic from 300Hz to 3KHz	Yes	No
Duty Cycle (EIA):	Transmitter 20%	Yes	No
FM Hum and Noise:	-40db below carrier	Yes	No
Mobile P25 Receiver			
Channel Capacity:	No less than twenty-four 25KHz bandwidth-equivalent RF channels/system; 8-systems/modes	Yes	No

BIDDER'S INITIALS: _____

Approved by County Counselor 12.20.2009

COMPONENT	SPECIFICATION	OFFEROR'S BID	
Channel Spacing:	25/12.5/6.25 KHz; NPSPAC	Yes	No
Sensitivity:	20db Sinad 0.50 microvolts 5% BER 0.50 microvolts	Yes	No
Selectivity:	-70db	Yes	No
Frequency Stability:	1.5-PPM from -30° to 60°C	Yes	No
Modulation Acceptance:	+/-7KHz	Yes	No
Intermodulation:	-70db	Yes	No
Spurious/Image:	-70db	Yes	No
Audio Output:	10 watts, no more than 3% distortion at 1KHz	Yes	No
Duty Cycle (EIA):	Receiver 100%	Yes	No

Portable Radio Equipment 700/800MHz P-25 Trunked Operation

- A. Meet FCC technical requirements and EIA/TIA standards for such radio communications devices.
- B. Heavy duty construction and weather-sealed cases to meet Military Standards 810 D, E and F for shock, vibration, dust, humidity, high/low temperature and blowing rain.
- C. Allow operations on conventional systems with priority scan of channels.
- D. Top-mounted rotary controls with positive stops for volume and channel selection. Control placement must be sufficient to allow gloved-hand operation, as is typically needed by the fire service.
- E. Incorporate electronic, alphanumeric display to provide visual indication of system availability, channel selected, call alerts and operational status such as scan, transmit or low battery.
- F. Transmit Time-Out Timer to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.
- G. No protruding push-to-talk switch, thereby preventing accidental transmitter operation or damage to the switch as caused by impact.
- H. An accessory receptacle shall be provided for the connection of external devices such as remote microphones or combination remote speaker/microphone units (with or without antenna) and vehicular adapters.
- I. Radio operating information shall be contained in an electrically erasable memory device. Unit will be fully programmable from an IBM PC compatible computer, via the accessory receptacle.
- J. Portable radios, batteries and accessories (used by the fire service) proposed must be approved by Factory Mutual as intrinsically safe for the following hazardous environments: Class I and II Division I, groups C, D, E, F and G and non-incentive for Class I, Division 2, Groups A, B, C and D.
- I. Carrying case options should include leather-carrying case with swivel mounts.

BIDDER'S INITIALS: _____

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- J. Optional surveillance accessories such as miniature microphones, earpieces and remote microphones and headset speaker microphones must be available.
- K. Provide single-unit and/or multi-unit 120VAC rapid chargers capable of fully charging a discharged high capacity battery pack within a one-hour period.
- L. Battery shall operate the proposed radio equipment a minimum of twelve-hours using a duty cycle of 5% transmit, 5% receive and 90% standby.

4.0 PRICING

The proposal shall include the cost of removal of old 700/800 MHZ mobile radios and installation of new 700/800 MHZ mobile radios, including any additional hardware or accessories that would be required to retrofit the new mobile radios into County vehicles. All removed radios shall not be damaged; interconnection cables shall not be cut, all mounting brackets shall be retained in usable condition. Removed equipment shall be packaged as a set and returned to the County per County direction.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL PRICE
	<u>Option 1:</u>			
4.1	Mobile	9	\$	\$
4.2	Portables	8	\$	\$
			Sub Total:	\$
	<u>Option 2:</u>			
4.3	Mobile	8	\$	\$
4.4	Portables	8	\$	\$
			Sub Total:	\$
	<u>Option 3:</u>			
4.5	Mobile	10	\$	\$
4.6	Portables	10	\$	\$
			Sub Total:	\$

Optional: During the course of the contract year, the using departments may need to order items not specifically listed above. Please state below, any discounts for such purposes, from your listed prices.

% Discount off list price

5.0 BID PAGE

Bidder must complete the following section in its entirety, and sign and date where indicated. This agreement shall take effect upon the approval of the County Commission or designated representative.

- A. ACCEPTANCE OF BID BY COUNTY: The County shall have a minimum of 90 calendar days from the date of the opening to accept bidder's offer.
- B. County standard payment terms are Net 30 after receipt of invoice
State any discounts offered:
- C. Response time/delivery:
(After receipt of order)
- D. Submittals - The following must be submitted with bid:
 - 1. References and experience
 - 2. Key personnel
 - 3. List of machinery and equipment
 - 4. Return all parts of this complete bid document (bidders to keep copy of bid submitted)
 - 5. Warranty
 - 6. Descriptive literature
 - 7. List of suppliers
- E. Total Price: Price to be FOB destination, Clay County, Missouri
- F. Registered With Demand Star? Yes No

BIDDER'S INITIALS: _____

Approved by County Counselor 12.20.2009

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

- 1) This section is optional, it will not affect bid award. If the County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES_____ NO_____

INITIALS: _____

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- 5) The Purchasing Agent is responsible to handle the solicitation and award the contract. The Purchasing Agent has sole authority to modify the contract and handle disputes regarding the substance of the contract. The Purchasing Agent is the Buyer of Record, Clay County, Missouri.
- 6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

WEBSITE INFORMATION

- 1) Does your company have a website? YES_____ NO _____

- 2) If yes please provide the website address:

www. _____

- 3) Can product(s) be ordered from that website? YES_____ NO _____

- 4) Can we receive the pricing you have quoted us, when ordering from the website?

YES_____ NO _____

BIDDER'S INITIALS:_____

Approved by County Counselor 12.20.2009

GENERAL DEFINITIONS

1.

- (a) **"County"** shall refer to:
Clay County, Missouri, Who are the authorized representatives of the property, and their authorized representatives.
- (b) **"Contractor"** shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work covered thereby, and its, or their duly authorized agents or other legal representatives.
- (c) The **"specifications"** include Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- (d) A **"sub-contractor"** is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
- (e) The term **"sample"** as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the County to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the County shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the County.
- (f) The term **"estimated"** represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- (g) The term **"minimum"** means the County will order this quantity of supplies during the period of this contract at the price bid.
- (h) The term **"maximum"** means the County may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

GENERAL TERMS & CONDITIONS

1. PREPARATION OF BIDS:

- (a) Completing Bid: ALL BID DOCUMENTS MUST BE SUBMITTED IN FULL (**ALL PAGES OF THE BID SHALL BE EITHER SIGNED OR INITIALED**) TO BE CONSIDERED **RESPONSIVE**. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid must be signed in ink by an authorized representative of the bidder and required information must be provided. The contents of the bid submitted by the successful bidder of this bid shall include **all** bid documents and will become a part of any contract award as a result of this solicitation. Bidder shall initial all pages where the document denotes "BIDDER'S INITIALS: ____". Any bids not complying with this condition may be considered non-responsive and rejected.
- (b) Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
- (c) Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type name on each bid sheet thereof on which bidder makes an entry. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of authority unless such evidence has been previously furnished to the Purchasing Department.
- (d) Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (e) **Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.**
- (f) Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- (g) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- (h) If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- (i) Prices are to be firm and final.
- (j) In submitting bids, Vendor agrees that Clay County shall have 90 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- (k) Specification sheets **MUST** be returned with bids with the page initialed by authorized agent.
- (l) One (1) original clearly marked "**Original**", and two (2) copies, clearly marked "**Copy**", must be submitted. The completed response should be sealed in an envelope or box for delivery to the Office of the Clay County Purchasing Agent. "Copy" documents must be identical to Original Response submitted. Clay County will not be held responsible for pricing sheets or materials left out of "Copy" or "Original" submittals. Further, responses announced at the Public Opening will be read from the "Original" document.
- (m) Vendors are responsible for including all pertinent product data in the returned bid response package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid response package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the bid response, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid response.

2. **EXPLANATION TO BIDDERS:**
Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.
3. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS:**
Receipt of an addendum to an invitation by a bidder must be acknowledged (a) by signing and returning the addendum with bid response.
4. **SUBMISSION OF BIDS:**
- (a) Bids and modification thereof shall be enclosed in sealed envelopes and addressed to Clay County, Purchasing Department, 1 Courthouse Square, Missouri 64068. The bidder shall show the hour and date specified in the invitation for receipt, the invitation number, and the name and address of the bidder on the face of the envelope.
 - (b) Electronic or faxed bids will not be considered unless authorized by the invitation.
 - (c) Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - (d) Bids will be publicly opened and read aloud as stipulated in the "Invitation To Bid".
 - (e) Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
5. **FAILURE TO SUBMIT BID:**
If no bid response is submitted, do not return the invitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of equipment/service/materials covered by the invitation.
6. **MODIFICATION OR WITHDRAWAL OF BIDS:**
Bids may be modified or withdrawn, by written or electronic notice received, prior to the exact hour and date specified for receipt of bids, provided the County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the bid receipt deadline. The electronic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened. A bid also may be withdrawn in person by a bidder or an authorized representative provided proof of identity is made known and he signs a receipt for the invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephone requests to withdraw a bid will be considered only if confirmed by letter or telegram.
7. **LATE BIDS AND MODIFICATIONS:**
It is the responsibility of the bidder to deliver their bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of opening under any circumstances.

8. **ALTERNATE BIDS:**
Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

9. **BONDS:**
Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

A. **BID DEPOSITS (BONDS):**

Bid Deposit Not Required Bid Deposit Required as stipulated in the "Invitation For Bid".
Note the following:

Bid Deposit.

The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to Clay County, Missouri, for the measure of liquidated damages which the County will sustain and the proceeds thereof will become the property of the County if for any reason the bidder (Personal or company checks will not be accepted):

- (a) Withdraws bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the County whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
- (b) Upon written notification of the recommendation of award of contract to awardee, they fails to properly sign and deliver to the County within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Agreement, formally evidencing the terms of the Invitation for Bid and bid as submitted.
- (c) The bidder further agrees the County will have the right to retain the bid deposit for a period of ninety (90) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the County as liquidated damages for one of the reasons stipulated.

B. **PERFORMANCE BONDS**

Performance Bond Not Required Performance Bond Required as stipulated in the "Invitation For Bid".

Note the following:

- (a) Upon written notification of the recommendation of award of contract to awardee. Awardee shall deliver to the County within 10 days, ~~a Performance Bond and a Labor and Material Payment Bond drawn upon the forms included (pages 54-57) in these Contract Documents.~~
- (b) Date of bonds shall be the same as the date of County's execution of the contract.
- (c) Performance Bond shall be in the amount of the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (d) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be

Contractors' responsibility to notify their surety of any changes affecting the general scope of the work or change in the Contract Price.

- (e) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to the County, the County shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of the County within ten (10) days after notice to do so.

10. **EVALUATION OF BIDS:**

1. The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
2. "Or Approved Equal" Clause.
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the County, of equal substance and function. Substitute items may be rejected at the discretion of Clay County.
3. Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The County may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. County reserves the rights to return at bidder's expense all items are that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
4. By virtue of statutory authority, the Purchasing Agent shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Clay County products and supplies.

11. **QUALIFICATIONS OF BIDDERS:**

The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. **NEGOTIATION:**

- (a) The County reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial Bid on the most favorable terms possible to the County. However, should only one Bid be received by the County, the County may, but is not obligated to, conduct negotiations with this vendor whose Response, in the opinion of the County, is competitive or may best meet the needs of the County.
- (b) The County may, but is not obligated to, seek clarification of a Response submitted by a Vendor.

13. **NON-EXCLUSIVE SERVICES AGREEMENT:** The parties agree that no terms of the above-attached Agreement and/or Contract and the Attached Exhibits shall be deemed to create an exclusive services agreement and/or contract. Clay County retains the discretionary right to elect to bid or negotiate with other contractors for any project or services.

14. **AWARD:**
The right is reserved, as the interest of the County may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The County may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE COUNTY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID UPON AT THE UNIT PRICE OFFERED UNLESS THE BIDDER SPECIFIED OTHERWISE IN BID.** The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the County, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
15. **NOTICE OF AWARD:**
After considering the basis of award and evaluation of bids, County will within ninety (90) days after the date of opening bids, notify the successful bidder of acceptance of bid.
16. **AWARD OF CONTRACT:**
(a) **BASIS OF AWARD**
 1. Only firm bids will be considered.
 2. Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to County within three (3) days after being so requested.
 3. The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the County and whose bid complies with all prescribed requirements.
 4. County reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non- conforming or conditional bids or counter-bid responses.
17. **CONTRACT TERMS:**
The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Seller at any time and the acceptance by the County of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Seller's acceptance are hereby objected to.
18. **CONTRACT DURATION:**
This Bid shall be in effect from the date of County Commission approval for a period of one year. The County will notify the successful vendor(s). The County shall reserve the right to terminate the current contract without cause and solicit new Bids.
19. **EXECUTION OF CONTRACT:**
The successful Vendor ("Contractor") shall, if its Response is accepted, execute a contract, or accept a purchase order, with the County within ten (10) days after receipt of such acceptance or within such longer period as may be permitted by the County. The purchase order or contract shall be in a form prescribed by or acceptable to the County and shall incorporate the terms of this Bid, any amendment(s) to this Bid, and the terms of the Contractor's written Bid Response that are consistent with and do not add to this Bid (the foregoing are hereafter collectively referred to as the "Contract").

20.

EXECUTION OF CONTRACT:

Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- (a) The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- (b) The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the contract and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- (c) () copies of the Contract.
 - 1. County will furnish () copies of the Bid Documents to the successful Bidder who shall prepare () counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and contract signed with the date of Awardees signature.
 - 2. The prepared counterpart copies shall be delivered to County within ten days after the date of Notice of Award.
 - 3. County will sign the contract, insert the date of awardees signature at the beginning of the contract, and return one copy to Contractor after receiving the counterpart copies.
 - 4. The Contract shall be in effect from the date of County Commission approval for one year. The County will notify the successful vendor(s). Please note information from "FISCAL FUNDING" condition, listed below.(Fiscal Funding is item 32)

21.

INTERPRETATION OF CONTRACT AND ASSIGNMENTS:

This contract shall be construed according to all applicable laws of the State of Missouri, Federal Government, and County of Clay including all applicable statutes, resolutions and ordinances. This contract, or any rights, obligations, or duties hereunder may not be assigned by Seller without County's written consent and any attempted assignment without such consent shall be void.

22.

NOTICE AND SERVICE THEREOF:

Any notice to any Contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor's last given address or delivered in person to said Contractor or authorized representative on the work.

23.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

24. **SUB-CONTRACTS:**
- (a) The Contractor shall not execute an agreement with any sub-contractor to perform any work until Contractor has written the County of Clay to determine any disapproval of the use of such sub-contractor.
 - (b) The Contractor shall be fully responsible to the County for the acts and omissions of sub-contractors, and of persons either directly or indirectly employed by them, as the acts and omissions of persons directly employed by awardee.
 - (c) The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - (d) Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the County.

25. **TERMINATION OF CONTRACT:**
- This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The County may terminate this contract in whole or in part immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the County may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
- (A) After receipt of a termination letter the applicable party/parties will:
 - 1. Stop stated contracted function on the date and to the extent specified in the letter.
 - 2. Place no further orders for materials or render services except as may be necessary to complete any portions of the contract identified as not being terminated.
 - 3. Complete on schedule said work identified under the contract that is not being terminated.

26. **BREACH, RIGHT TO CURE AND TERMINATION:** In addition to other remedies available to the parties pursuant to this Bid and/or the contract, the parties may address the breach of this agreement in the following manner:
- (A1) **TERMINATION FOR CONVENIENCE.** Notwithstanding any other provision of this contract, upon seven (7) calendar days written notice to Contractor, the County may, at its' sole and absolute discretion, without cause and without prejudice to any other right or remedy of the County, elect to terminate the contract in whole or in part if determined to be in the best interest of the County. In such case, Contractor shall, within thirty (30) calendar days of receipt of termination notice under this paragraph, submit to the County its' statement of costs and expenses and shall be paid for:
 - 1. Completed and County accepted work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work.
 - 3. All costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
 - 4. Reasonable expenses directly attributable to termination if approved in advance by the County.
 - (A2) Any work or service hereunder that is in progress, but not completed as of the date of termination may be extended upon written approval of the County until said work or services are completed and accepted.
 - (A3) Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
 - (A4) Contractor waives any costs not submitted to the County for approval within the thirty (30) calendar days after receiving notice.
 - (A5) County shall, within thirty (30) calendar days after receipt of Contractor's statement, pay Contractor all amounts the County determines to be applicable.

- (A6) Contractor agrees it has no right to terminate this contract for convenience.
- (B) BREACH AND RIGHT TO CURE. If, in the sole discretion and judgment of the County, the County believes that the Contractor is in breach of this agreement, including a breach of the terms and conditions of this agreement, the filing of a petition in bankruptcy or any conduct which affects the County's property or the health, safety or well-being of any person, the following terms shall apply:
 - i. The County shall send written notice to the Contractor setting forth the breach and requesting that such breach be cured.
 - ii. Contractor shall have 30 days from the date of the notice to cure such breach to the satisfaction of the County.
 - iii. If, after sending such written notice, the breach has not been cured within 30 days to the satisfaction of County, the County may then send a written notice of default to Contractor.
- (C) NOTICE OF DEFAULT. If the County sends a notice of default to Contractor, Contractor shall have 10 days from the date of the notice to cure such breach to the satisfaction of the County. In the event Contractor fails to cure the breach to the satisfaction of County within 10 days, the County may elect to do all or any of the following:
 - i. The County may elect to remedy the default by curing the default with department/office staff or contracting with another firm to do the work in question. In this event, the Contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).
 - ii. The County may immediately prohibit Contractor from having access to the property or conducting business on the property.
 - iii. The County Commission, after consideration of the default, may terminate the agreement. In this event, Contractor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any compensation.
- (D) IMMEDIATE TERMINATION. Nothing contained herein shall limit the County's ability to immediately terminate this contract in whole or in part upon a determination that a significant breach of this agreement has occurred, including, but not limited to, the cessation of business on the property; creation of significant damage or risk of damage to the County's property; creation of a significant harm or risk of harm to the health, safety or well-being of any person; engaging in criminal conduct; negligently allowing criminal conduct to occur on the property, violation of any terms and conditions or failing to maintain required levels of insurance as set forth in the agreement between the parties. In the event of immediate termination, Contractor shall be required to immediately vacate the premises, shall not be entitled to any opportunity to remedy the default and shall not be entitled to any compensation. The Purchasing Agent shall determine that such termination is in the best interest of the County.

- 27. **ANTI-TRUST:**
Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this contract.
- 28. **GUARANTEE:**
All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid response.
- 29. **EXPERIENCE STATEMENT:** (if required).
Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the public entities contracted with shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

30. **REFUND OF DEPOSIT ON BID DOCUMENTS:** (if required)
Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to County before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).
31. **PURCHASE ORDERS:**
The County will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
32. **FUND ALLOCATION:**
Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of County funds.
33. **TAX EXEMPT:**
Do not bill tax. Clay County is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
34. **SUPPLEMENTAL PURCHASE:**
Clay County may require additional equipment/services/materials as specified within this document. During the 2013-2014 calendar year, the County reserves the right to purchase from the accepted bidder, additional equipment/services/materials at this herein proposed bid price. Either the County or the vendor may refuse this right for additional purchase.
35. **TIME OF DELIVERY:**
The County requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, County reserves the right to cancel or to purchase elsewhere and hold Seller accountable for any damages sustained as a result thereof.
36. **TRANSPORTATION CHARGES:**
When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by Seller.
37. **PACKAGING:**
The County will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
38. **TRAINING AND REPAIR MANUALS:**
Vendor shall supply a knowledgeable representative to provide training in proper maintenance and operation. In addition, the vendor will include any video and/or written instructional material marketed for this equipment by their company as part of the bid price.
A parts and repair manual that would be available to a dealer for shop repairs is to be included in the bid price. Any video or written training material available from the manufacturer is to be included in the bid price.
39. **INSPECTION AND ACCEPTANCE:**
No material received by the County pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the County has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement.

No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect County's discount privileges. Such right to return, offered to the County arising from the County's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

40. **MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County of Clay County immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

41. **QUANTITIES:**

County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to County's rejection and return at Seller's expense.

42. **RESPONSIBILITY FOR SUPPLIES:**

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

43. **GENERAL GUARANTY AND WARRANTY:**

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the County with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

44. **PATENTS:**

Seller warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Seller covenants that awardee will at their own expense, defend every suit which may be brought against the County, or those selling or using County's product (provided Seller is promptly notified of such suit and all papers therein are delivered to Seller) for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that they will pay all cost, damages and profits recoverable in any such suit.

45. **ACTS OF GOD:**

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

46. **BANKRUPTCY OR INSOLVENCY:**

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, County may cancel this contract or affirm the contract and hold Seller responsible for damages.

47. **COMPLIANCE WITH APPLICABLE LAWS:**

Contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA- type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the County harmless on account of any violations thereof relating to Contractor's performance under

this contract, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

48. **INDEMNITY AND HOLD HARMLESS:**

Contractor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, sub-contractors, employees or agents, and arising out of services performed by Service Provider, subcontractors, employees or agents under this contract.

49. **UNIFORM COMMERCIAL CODE:**

This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

50. **CHANGES:**

The Purchasing Agent may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Purchasing Agent in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

51. **NON-DISCRIMINATION IN EMPLOYMENT:**

In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, equal employment opportunity act, Missouri Human Rights Act, and all other applicable Federal and State Laws, Statutes; and County ordinances and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

52. **DOMESTIC PRODUCTS:**

It is the policy of this County that each contract for the purchase or lease of manufactured goods or commodities involving an expenditure of \$1,000.00 or more shall be for goods or commodities manufactured, assembled or produced in the United States. This policy shall not apply where the cost of the contract would be increased by more than ten percent, when only one line of a particular good or product is manufactured, assembled or produced in the United States, or when the specified products are not in sufficient quantities to meet the County's needs. The Purchasing Agent/Director shall give preference to all commodities and tangible personal property manufactured, mined, produced, processed or grown within the state of Missouri and/or the County of Clay when quality is equal or better and delivered price is the same or less. The Purchasing Agent/Director may also give such preference whenever competing bids, in their entirety, are comparable.

Editors Note: Ord. No. 2010-ORD-55 adopted Dec. 30, 2010 revised section 37.08 to reflect current statutes, laws, internal processes and procedures and enacted new provisions to read as herein set out. Reference: RSMo 34.070; (Ord. GO-91-126, passed 10-17-91)

53. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT":**

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-

contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

54. **CONFLICTS:**

No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

55. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

No member of, or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

56. **ASSIGNMENTS:**

Neither County nor Contractor shall, without the prior written consent of the other, assign in whole or in part their interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the County.

57. **DEBARMENT:**

By submission of its response, the Contractor certifies that neither it, nor its principals or subcontractor(s) receiving sub awards is presently debarred, suspended, proposed for debarment, declared ineligible, not in good standing or voluntarily excluded from participation in this transaction by any Federal/State Department and/or Agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response. If Contractor/Subcontractors are deemed to be non-compliant with any of the conditions stated above, they may not be considered for award recommendation.

NOTE TO BIDDERS:

THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE COUNTY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

1. **WORK HOUR AND SAFETY STANDARD ACT:**

All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CRF, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2. **LABOR-RELATED REGULATIONS:**

The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"

- (a) **Wage Rate Stipulation** - State of Missouri
If required by the "Invitation to Bid"
- (b) **Wage Rate Determination** - Federal
If required by the "Invitation to Bid"

The bid, agreement and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

- (c) The following requirements shall be adhered to for compliance with Missouri Revised State Statutes.

Per section 285.30 of Missouri Revised State Statutes:

- 1. If the contract amount exceeds \$5,000.00 the contractor must 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 provided services.
- 2. The signed affidavit will also affirm that the contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Effective August 28, 2009; Per section 292.675 of Missouri Revised State Statutes:

- 1. For any construction of public works, contractor 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. **All employees are required to complete the program within sixty (60) days of beginning work on such construction projects.**
- 2. Any employee found on a worksite subject to this section without documentation of the successful completion of the course required shall be afforded twenty (20) days to produce such documentation before subject to removal from the project.
- 3. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- 4. If the above requirements are not adhered to, all sums and amounts due and owing as a result of any violation of the fore-mentioned shall be withheld from payment.
- 5. Any and all other applicable aspects of Missouri House Bill 1549 shall be strictly adhered to.

3. **BUILDING REGULATION, PERMITS AND LAW:**

- a) The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- (b) Satisfy all current and applicable local codes, ordinances and licensing requirements.

4. **COORDINATION OF THE WORK:**

The contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. Awardee shall be prepared to provide all subcontractors the locations, measurements, and information they may require for the performance of their work.

5. **CHANGES IN THE WORK:**

- (a) The contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the Purchasing Agent and using Departments of Clay County, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract.
All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- (b) Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's bid response for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

6. **TIMING:**

- (a) **Time to Commence Work:** Upon receipt of Contract documents fully executed by County and a Notice to Proceed, Contractor shall immediately proceed with the work. However, Awardee shall not move onto the site until all required copies of insurance policies and certificates have been accepted by County.
- (b) **Time Starts to Run:** The Contract Time shall start to run on the date mutually agreed upon as stated in the Notice to Proceed.
- (c) **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insured full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by County, Contractor shall pay **n/a** to County for each and every day Contractor is in default. Because of the difficulty in determining the actual damages to be sustained by County in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for County's liquidated damages and not as a penalty, and County shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- (d) **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the contractor is required to perform under the terms and conditions of this Contract for the following reasons:
1. To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 2. To any acts of the County.
 3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another contractor in the performance of some other Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 4. To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the County, in writing, of the cause of the delay.
If the facts show the delay to be properly excusable under the terms of this Contract, the County shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

7. **PAYMENTS:**

- (a) Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the County, including clean-up, the Contractor shall prepare a final statement for payment and submit it to the County for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award.

Pay estimates are by the County Project Representative as follows:

- (b) County Project Representative Pay Estimates:
1. The County Project Representatives pay estimate, in consequence of any Contractor's application for payment will constitute a representation by awardee to the County, based on County Project Representative's observations of the work in progress and on their review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of their knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in their Pay Estimate); and the Contractor is entitled to payment of the amount shown in the County Project Representative's Pay Estimate.
 2. County Project Representative shall not be deemed by rendering of any Pay Estimate to have represented that they made exhaustive or continuous inspections to check the quality or the quantity of the work, or that they have reviewed the means, methods, techniques, sequences and procedures of construction or that they have made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to them on account of the Contract price.
 3. County Project Representative may refuse to render a County Project Representative's pay Estimate for the whole or any part of any payment if, in their opinion, they are unable to make the above representations to County. They may also refuse to render any County Project Representative Pay Estimate, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such previous County Project Representative's Pay Estimate to such extent as may be necessary in their opinion to protect County from loss because of any reason set forth in General Conditions.
- (c) FINAL PAYMENT:
Final payment shall be in a lump after Contractor has performed, to the County's satisfaction, all duties imposed upon awardee by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents).

Before final payment can be made, the general contractor and all subcontractors **must** file an "**Affidavit of Compliance**" form PW-4 with the contracting public body. The affidavit must state the party has fully complied with Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (see section 290.290 and 290.325, RSMo, enclosed in the laws section).

Withhold and retain any and all amounts due as a result of any violations of the Prevailing Wage Law (see section 290.250, RSMo, enclosed in the laws section).

Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500 and up to six months imprisonment for **each day** there is a violation.

- (d) **DISCOUNTS AND BID EVALUATION:**
Discounts offered for prompt payment may be considered in bid evaluation.

8. **CONTRACTOR'S CERTIFICATE AND RELEASE:** (for Construction Purposes)
Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owed by the County to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the County from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the County.
9. **SURPLUS MATERIALS:**
The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

10.

INSURANCE:

The Contractor shall purchase and maintain, at Contractor's expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the County and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor's employees including claims brought under:

- A. Worker's Compensation Laws**
- B. Disability Benefit Laws**
- C. Occupational Sickness or Disease Laws**
- D. Other similar employee benefit laws**

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming Clay County as "Additional Named Insured" with a \$2,000,000 umbrella.

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the work is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the County.

Insurance coverage and limits of coverage required are:

- A. Worker's Compensation – Statutory**
- B. Employer's Liability - \$300,000/each employee**
- C. General Liability - \$2,000,000/each occurrence**
- D. Property Damage - \$300,000/each occurrence**

11. **ACCIDENT PREVENTION:**

- (a) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of their prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify County for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- (b) The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The contractor shall promptly furnish the County with reports concerning these matters.

REFERENCES AND EXPERIENCE

A MINIMUM of five years experience is required of the successful bidder, in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL.

How many years has your firm been in business?		YEARS:	
List references showing contracts, held by your company, providing the same services for other municipalities or private companies. Attach a separate sheet of paper, if needed.			
COMPANY NAME & ADDRESS	CONTACT NAME & PHONE NUMBER	DATE OF JOB:	DESCRIBE IN DETAIL THE SERVICES YOUR COMPANY PROVIDED:

BIDDER'S INITIALS: _____

Approved by County Counselor 12.20.2009

