



CLAY COUNTY

DEPARTMENT OF PURCHASING AND CONTRACT SERVICES
1 COURTHOUSE SQUARE
LIBERTY, MO 64068
816-407-3630 Phone

INVITATION FOR BID No. 22-14

Clay County will accept separate sealed bids from qualified Bidders interested in providing the following:

**APPLIANCE MAINTENANCE AGREEMENT
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 AUGUST 12, 2014

SUBMIT BID RESPONSES:

One unbound original clearly marked "Original", and three (3) unbound copies, clearly marked "Copy", should be submitted. In addition, three (3) electronic bid copies on CD or flash drives should also be submitted.

**PLEASE MARK YOUR ENVELOPE "SEALED BID 22-14, APPLIANCE MAINTENANCE AGREEMENT"
AND RETURN TO:**

Clay County, Department of Purchasing & Contract Services
Attention: Ethel Kitchell, Buyer
Administration Building
1 Courthouse Square, 3rd Floor, Commission Reception Desk
Liberty, MO 64068

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: _____

IFB Solicitation Organization: This document, referred to as an Invitation For Bid (IFB), is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: Scope of Work/Performance Requirements
- Section 3: Bid Submission Information
- Section 4: Evaluative Information
 - Form 1: Equipment Listing Specification Table
 - Form 2: Pricing
 - Form 3: Experience and Expertise
- Section 5: Contractual Provisions and Requirements
 - Terms and Conditions

INVITATION FOR BID

BID #22-14

Clay County will accept separate sealed bids from qualified bidders for an Appliance Maintenance Agreement. Bids must be received by and will be opened at 2:00 PM Local Time, on August 12 , 2014, at the Clay County Administration Building, Department of Purchasing & Contract Services, 1 Courthouse Square, 3rd floor ~ Commission Reception Front Desk, Liberty, MO 64068.

Bidding documents and any addendums are available by accessing the County's web site at www.claycountymo.gov, the County's e-procurement system, Onvia-DemandStar at www.demandstar.com or by contacting the Purchasing Department at 816-407-3630.

BUYER OF RECORD: Ethel Kitchell
PHONE NO.: (816) 407-3633
E-MAIL: EKitchell@claycountymo.gov

BIDDER'S INITIALS: _____

1.0 INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

1.1.1 Clay County, Missouri is soliciting bids from qualified bidders to provide Appliance Maintenance Services for Clay County.

1.2 IFB Questions:

1.2.1 Questions and issues relating to the Invitation For Bid (IFB) must be directed to the buyer, Ethel Kitchell. It is preferred that questions be e-mailed to EKitchell@claycountymo.gov.

- a. 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 **August 1, 2014**.

- 1) **Bidder's Contacts:** Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Bidders and their agents may not contact any other Clay County employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should only contact the buyer of record.

1.3 Definitions:

1.3.1 The following definitions shall apply throughout this document:

- a. “**Addendum**” shall mean a written, official modification to an IFB.
- b. “**Amendment**” shall mean a written, official modification to an awarded contract.
- c. “**Attachment**” applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. “**Bidder**” shall mean the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- e. “**Buyer**” shall mean the procurement staff member of the Clay County Purchasing Agent. The Contact “Person” as referenced herein is usually the Buyer.
- f. “**CCACAF**” shall mean the Clay County’s Assistant County Administrator – Facilities.

- g. **“Contract”** shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **“Contractor”** shall mean a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **“Emergency Work Hours”** shall be defined as all work performed outside of **Regular Work Hours** Monday through Friday, Saturday and Sunday, including holidays, as authorized by Facilities Management Personnel.
- j. **“Entity”** shall mean the unit of Clay County government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the Clay County Purchasing Agent (CCPA). The entity is also often referred to as “the County”. The entity is also responsible for payment.
- k. **“Invitation For Bid (IFB)”** shall mean the solicitation document issued by the CCPA to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **“May”** shall mean that a certain feature, component, or action is permissible, but not required.
- m. **“Must”** shall mean that a certain feature, component, or action is a mandatory condition.
 - 1) The bidder’s bid response shall not take exception to or conflict with the mandatory requirements of the IFB (denoted by the words “must” and “shall”). Failure to fulfill mandatory requirements shall make the bidder’s bid response to be considered unacceptable and thus may result in the bid response no longer being given consideration in the evaluation process. Clay County shall not award a noncompliant bid.
- n. **“Pricing Page(s)”** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- o. **“Regular Work Hours”** shall be defined as all work performed during regular working hours, Monday through Friday, between the hours of 8:00 a.m. - 5:00 p.m. central time.
- p. **“Shall”** shall have the same meaning as the word “must”.
- q. **“Should”** shall mean that a certain feature, component and/or action is desirable but not mandatory.
- r. **“Vendor”** shall have the same meaning as the word “Bidder”.

2.0 SCOPE OF WORK/PERFORMANCE REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The Contractor must provide time and materials Appliance Maintenance Services as well as preventative maintenance services for some or all of the equipment listed on Form 1 (Equipment Listing Specification Table), which meets or exceeds the performance requirements contained in this document on an as needed, if needed basis.
- 2.1.2 The Contractor must have a minimum of one (1) year of previous experience in providing appliance maintenance support services for the equipment listed herein or for equipment of a similar nature/type.
- 2.1.3 The Contractor shall perform preventive maintenance inspections every three (3) months for all appliances stated in Form 1 (Equipment Listing Specification Table) that the contractor has indicated he/she is able to service. The contractor shall also insure safe operation, achieve optimum performance and service life for the equipment. Contractor shall submit repair recommendations for County department approval.
- 2.1.4 The Contractor shall provide repair and parts for various appliances on an as needed basis as requested by the Clay County's Assistant County Administrator - Facilities (CCACAF) or designee.
- 2.1.5 Before providing repair work, cost estimates shall be provided to the County detailing parts and labor required for the repair. No additional repairs shall be allowed unless first authorized by CCACAF or designee.
- 2.1.6 The Contractor must have certificates/ licenses or other documentation to verify personnel are certified and authorized to work on the equipment as specified in this Bid.
- a. The Contractor shall use trained personnel directly employed and supervised by contractor. Personnel shall be qualified to keep all appliances specified in this Invitation For Bid, properly maintained and in good running condition.
 - b. The Contractor shall employ service technicians with demonstrated qualifications and training to industry standards for technical support.
- 2.1.7 The Contractor shall provide to the CCACAF or designee a dated, detailed report on work performed on each appliance.
- 2.1.8 Clay County shall have the right to add to or subtract from the total number of appliances in place at any given time. The contractor shall provide maintenance services for any additions in appliances if such appliance is able to be serviced by the contractor.
- 2.1.9 The contractor must provide additional support services for hardware trouble shooting and problem solving.
- 2.1.10 The contractor must provide telephone, email and on-site support services during normal regular work hours of operations, which shall at a minimum be Monday through Friday, 8:00 a.m. to 5:00 p.m.

BIDDER'S INITIALS: _____

- a. The contractor shall not charge for telephone support service calls. The only fees assessed shall be for on-site work and preventative maintenance support.

2.1.12 The contractor should provide a toll free telephone number for support calls.

2.2 Service Response Time:

2.2.1 The Contractor shall respond on site with qualified maintenance personnel within two (2) hours after notification of an emergency breakdown.

2.2.2 Upon receipt of notification from the County Department, the Contractor shall respond on site with qualified maintenance personnel within the eight (8) business hours (during regular work hours) for a non-emergency equipment failure.

2.2.3 The Contractor shall have a trained service technician available/on-call 24 hours, 7 days a week for emergency breakdowns.

2.2.4 If repairs cannot be completed within an appropriate time, the County shall have the right to obtain services from another source as deemed appropriate.

2.2.5 If the Contractor does not have a repair part item in stock they shall let the CCACAF or designee know immediately. The contractor shall indicate the measures that shall be taken to locate and obtain the repair/replacement part and provide an estimated timeframe for repair resolution/completion.

- a. The Contractor shall maintain direct communication with the CCACAF or designee on delivery and part stock issues.

2.3 Parts and Materials:

2.3.1 The Contractor shall supply all necessary parts, labor, tools and materials needed to keep all appliances in good working order.

2.3.2 All parts and materials supplied by the Contractor and used on County Appliances shall be new and of equal quality to the original equipment manufactured, unless otherwise specifically authorized by the CCACAF or designee (i.e., if only refurbished, reconditioned, or remanufactured parts are available for a particular repair that is needed in the repair timeframe needed by the County Department, then the County Department may at this sole discretion authorize the use of such refurbished, reconditioned, or remanufactured parts).

2.3.3 The Contractor shall maintain and make repairs using parts, according to manufactures recommendations. No parts, accessories, or supplies shall be used which might void the manufacturer's warranty.

2.3.4 Any part removed shall be considered the County's property and shall be returned or disposed of as directed by the requesting department.

2.3.5 Warranty: The contractor shall provide a minimum one-year warranty on all parts.

2.4 Repairs:

- 2.4.1 Before providing repair work, cost estimates shall be provided to the CCACAF or designee detailing parts and labor required for the repair.
- 2.4.2 No additional repairs shall be allowed unless first authorized by CCACAF or designee.
- 2.4.3 No work shall be performed without the prior approval of the CCACAF or designee.
- 2.4.4 If a cost estimate for repair appears unreasonable in view of prior cost experience and other prevailing estimates, the contractor may be requested to justify the cost estimate expense. The County shall have the right to obtain services from another source if the County determines the repair may be more cost effective from another source.
- 2.4.5 In no case shall the charge for labor exceed the contractor's stated firm, fixed price per hour specified in Form 2 (Pricing Pages) multiplied by the numbers of hours quoted at such time repairs were performed.

2.5 Working within Secured Areas:

- 2.5.1 The contractor is hereby advised that a portion of the work may be performed within secured areas.
- 2.5.2 Security: The Contractor shall, one (1) week prior to starting any work performance under the resulting awarded contract, supply the completed Criminal History and Background information forms (refer to Attachment 1) for all their employees and subcontractor employees who may be performing work onsite at a secured jobsite.
 - a. The Contractor shall provide Clay County with a complete list of all persons duly authorized to work in accordance with the IFB requirements described herein and provide services pursuant to the awarded contract. Only those persons shall be allowed to work within secured areas. All Contractor's personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by Clay County. Clay County may issue temporary identification cards, which shall be kept by its security personnel and issued and collected on a daily basis.
- 2.5.3 The Contractor shall be required to perform all work in keeping with Clay County security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their company to ensure that Facilities' dress codes and overall policies are followed.
- 2.5.4 Notice Warning: Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.
 - a. Contraband: Any staff of the contractor, including any subcontractor, shall not bring onto or take out of the facility premise any contraband. Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any

other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

- b. A person, not otherwise authorized by law, commits promoting contraband:
 - 1) By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - 2) By knowingly conveying contraband to any persons confined in a correctional facility; or
 - 3) By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.
- c. Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. Clay County's security personnel may conduct searches of contractor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by the contractor's personnel shall be restricted. Such use must be approved by the County Department on a case-by-case basis.

2.5.5 Clay County may require Contractor to remove any worker who has been convicted of a felony, who is a family member of a detainee, or who violates any provision of this IFB.

2.5.6 Work being performed within certain areas may require an escort provided by Clay County. These areas shall not be entered into without an escort. Work within these areas may be restricted to spaces that can be observed by the County escort.

2.5.7 All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to Clay County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. Contractor shall be responsible for proper storage of tools and equipment when in a secured area and shall immediately report all broken tools and equipment to the security personnel.

- a. Upon discovery, the contractor's personnel shall immediately notify Clay County security personnel of any tools, parts, equipment, materials, or other contractor's property that is missing after arrival on the job secure work site. The contractor's personnel shall cooperate with the Clay County security personnel in the investigation of the incident.

2.5.8 A designated area outside of the secured area shall be arranged for parking of contractor's staff's personal vehicles. Delivery trucks shall be admitted to receiving areas only by the request of the Contractor, and under the supervision of Clay County's security personnel. Equipment and/or supplies shall immediately be loaded or unloaded onto vehicles and trucks removed from secured areas.

2.5.9 The contractor's workers shall not talk to, signal, whistle, or in any way attract the attention of any detainee, and shall restrict their movements to the project area. Nothing shall be taken from or given to a detainee. Detainees shall not help the contractor's workmen in any way. The contractor's workers shall promptly notify their supervisor or Clay County's security personnel of all unusual happenings pertaining to the detainees.

2.5.10 Within secured areas, Clay County shall designate washing and toilet facilities for the contractor's staff's use.

3.0 PROPOSAL SUBMISSION INFORMATION

3.1 Instruction to Bidders:

- 3.1.1 Bidders are cautioned that the only official position of Clay County shall be that which is issued by the Clay County Purchasing Agent (CCPA) in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement. Oral explanations or instructions given prior to award shall not be binding.
- 3.1.2 The CCPA shall have the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the Clay County On-Line Bidding website at: <https://www.claycountymo.gov/bids/current> to obtain a copy of the addendum(s).
 - a. Changes to the specifications by the vendor shall not be allowed except by written addendum issued by the CCPA.
- 3.1.3 Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

3.2 Bid Submission:

- 3.2.1 Conciseness/Completeness of Bid: It is highly desirable that the bidder respond in a complete, but concise manner. It is the bidder's sole responsibility to submit information in their bid as it relates to the requested evaluation information to allow the County to conduct a complete and efficient evaluation. The County shall be under no obligation to solicit such information if it is not included in the bidder's response. The bidder's failure to submit such information may cause an adverse impact on the evaluation of their bid. Information not relevant to the requirements herein or the bidder's bid response solution should be excluded from the bidder's bid.
 - a. It is recommended that bidders respond to each item or paragraph of the IFB in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County provisions and conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.
 - b. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
 - c. 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 shall become a part of any contract award as a result of this solicitation.
 - d. Bidder shall initial all pages where the document denotes "BIDDER'S INITIALS: ___". Any bids not complying with this provision may be considered non-responsive and rejected.
- 3.2.2 Direct all questions regarding this bid to the Buyer of Record listed on page 1. The County shall have 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.

- 3.2.3 The bidder should complete all Forms (Form 1: Equipment Listing Specification Table; Form 2: Pricing; and Form 3 Experience & Expertise).

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED REQUESTED EVALUATION INFORMATION SPECIFIED IN THE AFOREMENTIONED FORMS WILL AT LEAST RESULT IN MINIMAL EVALUATION CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR'S BID RESPONSE.

- 3.2.4 Bids submitted on separate forms shall not be 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.

- 3.2.5 Bid Copies: The bidder's bid response package submittal should include one (1) unbound original hard copy clearly marked "Original", and three (3) unbound hard copies, clearly marked "Copy". In addition, the bidder should include three (3) complete electronic copies of their bid in Microsoft compatible format or in .pdf format on CD(s) or flash drive(s).

- a. The bidder should ensure all copies and all media are identical to the bidder's hardcopy original bid. In case of a discrepancy, the original hardcopy shall govern.
- b. Both the original and the copies should be printed on recycled paper and double sided. All bids and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

- 3.2.6 The County shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract. The contractor shall provide products/services on an as needed, if needed basis. The County shall not guarantee any usage of the contract whatsoever.

- 3.2.7 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 shall be made at the opening.

- 3.2.8 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 vendor/contractor shall furnish the supplies or material, in accordance with the specifications and vendor's bid on the written order of the Purchasing Agent.

4.0 EVALUATIVE INFORMATION

4.1 Evaluation Criteria:

4.1.1 Award consideration shall be based on:

- a. Price: The award of a contract(s) shall be made to the lowest priced responsive bidder. Lowest and best price for hourly rates for service and preventative maintenance services, as specified, that are in the best interest of the County will be considered in evaluating this bid. Optional components may also 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. The County may award multiple contracts if deemed necessary in order to ensure that most or all of the appliance equipment is covered under maintenance support services.
 - 1) The County shall have 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.
- b. Clay County shall have the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to:
 - 1) Failure of the bidder to meet mandatory performance requirements;
 - 2) Failure of the bidder to meet mandatory contractual requirements;
 - 3) Receipt of any information, from any source, regarding delivery of unsatisfactory service by the bidder within the past five years.
- c. As deemed in its best interests, Clay County shall have the right to clarify any and all portions of any bidder's bid response.
- d. Experience and Expertise: Consideration may 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 bidder should complete Form 3. Information provided by the bidder in response to Form 3 of this IFB, as well as information gained from any other source during the evaluation process, may be used in the evaluation.

4.1.2 Cost Evaluation: The evaluation of cost shall cover the original contract period plus renewal periods and shall only include the items listed in Pricing Table 1. The cost evaluation shall include all mandatory requirements; however, the County shall have the right to evaluate optional items, if deemed necessary to meet mandatory requirements.

FORM 1: EQUIPMENT LISTING SPECIFICATION TABLE

SPECIFICATIONS: YES/NO SHEET. The bidder should circle or otherwise designate “yes” or “no” in the **Able to Service** column.

DETENTION CENTER EQUIPMENT

Item#	Quantity	Manufacturer	Description	Model#	Able to Service	
1	2	Atlas	Cold Pan	RM-3	Yes	No
2	1	Atlas	Hot Food Unit	WIH-DM-4	Yes	No
3	1	Cleveland	Braising Pan	SL40TR	Yes	No
4	1	Cleveland	Braising Pan	SASOT1	Yes	No
5	1	Cleveland	Steamer Kettle	KEL-40T	Yes	No
6	1	Cleveland	Steam Cooker	24CGA10	Yes	No
7	1	Duke	Salad Bar	DC-DPAH-3M	Yes	No
8	1	G.E.	Ice Cream Freezer	FCM7DUCWW	Yes	No
9	1	Globe	Food Slicer	3850	Yes	No
10	3	Greenheck	Exhaust Hoods	GHFW #113333-S	Yes	No
11	1	Grind Master	Hot Water Heater	8106E	Yes	No
12	1	Hatco	Booster Heater	C-54	Yes	No
13	1	Hobart	Refrigeator	DAQ	Yes	No
14	1	Hobart	Refrigeator	DA1	Yes	No
15	1	Hobart	Heated Cabinet	QH-2	Yes	No
16	1	Hobart	Mixer	A-200	Yes	No
17	1	Hobart	Mixer	HL-800-C	Yes	No
18	1	Hobart	Refrigeator	Q2	Yes	No
19	1	Hobart	Refrigeator	Q1	Yes	No
20	1	Hobart	Refrigeator	QET2	Yes	No
21	1	Hobart	Dishwasher	CLPS66E	Yes	No
22	1	Kolpak	Walk -in Cooler	18501S	Yes	No
23	1	Kolpak	Walk-in- Freezer	18045	Yes	No
24	1	Manitowoc	Ice Maker	B970	Yes	No
25	2	Pitco	Deep Fat Fryer	35C-S	Yes	No
26	1	Salvador	Garbage Disposal	200	Yes	No
27	1	Salvador	Garbage Disposal	100	Yes	No
28	1	true	True refrigerator	T-49-4	Yes	No
29	4	Southbend	Convection Oven	SLGB/22SC	Yes	No
30	1	Vulcan	Stove	36L-57	Yes	No

BIDDER'S INITIALS: _____

FORM 1 ~ continued

CHILDREN'S JUSTICE CENTER EQUIPMENT

Item#	Quantity	Manufacturer	Description	Model#	Able to Service
31	1	Beverage Air	Milk Cooler	SM34N	Yes No
32	1	Garland	Stove	H283	Yes No
33	1	Greenheck	Vent Hoods	GC-3-S	Yes No
34	1	Greenheck	Exhaust Hood	GHFW-6-S	Yes No
35	1	Hobart	Dishwasher	WM-5H	Yes No
36		Insinkerator	Garbage Disposal	SS100	Yes No
37		Insinkerator	Garbage Disposal	SS75	Yes No
38	1	Kolpak	Walk-in-Freezer	569-N	Yes No
39	1	Manitowoc	Ice Maker	BRO150A	Yes No
40	1	McCall	Refrigerator	M4-4070	Yes No
41	1	Seco	Steam Table	DME	Yes No

OTHER REQUESTED INFORMATION

SERVICE SUPPORT CENTER, HOURS OF SERVICE AND CONTACT INFORMATION:	
Nearest Customer Service/Support Center	Location:
Regular Business Hours for service if longer duration than 8:00 a.m. to 5:00 pm central time is available	____ a.m. to ____ p.m., ____ day through ____ day
Support Service Telephone number and contact person(s)	Name: Phone Number: Name: Phone Number:

BIDDER'S INITIALS: _____

FORM 2: PRICING TABLES

The bidder shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

PRICING TABLE 1

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
001	Preventive Maintenance Support Services	Quarterly (every 3 months)	\$ _____/ per Quarter
002	Hourly Materials Rate during Regular Work Hours Monday through Friday, between the hours of 8:00 a.m. - 5:00 p.m.	Per Hour	\$ _____
003	Hourly Rate during Emergency Work Hours After regular work hours, weekends, and holidays	Per Hour	\$ _____

PRICING TABLE 2

The bidder must state below all other applicable costs necessary to satisfy the mandatory requirements of the IFB. Unless stated in Form 2, the County shall assume that absolutely no other fees or charges will be assessed to the County whatsoever in connection with the services provided herein and to satisfy the IFB requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

Pricing shall remain valid for a minimum of 90 calendar days from the date of the opening to accept bidder's offer.

County's standard payment terms are Net 30 after receipt of invoice

Describe any discounts offered:

BIDDER'S INITIALS: _____

FORM 3: EXPERIENCE AND EXPERTISE

REFERENCES AND EXPERIENCE

A MINIMUM of one (1) 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 should provide the information below.

How many years has your company been in the Appliance Maintenance Support Services business?

List a minimum of three (3) references showing contracts held by your company providing the same or similar services for other public entities, local governments or private companies.

Reference # 1 of 3	Vendor Name:
Company/Organization Name:	
Address:	
Name of Contact:	
Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

Reference # 2 of 3	Vendor Name:
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact:	
Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

Reference # 3 of 3	Vendor Name:
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact:	
Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

BIDDER’S INITIALS: _____

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: _____

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) Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- e) If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- f) Prices are to be firm and final.
- g) 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.
- h) Specification sheets **MUST** be returned with bids with the page initialed by authorized agent.
- i) Bidders 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 bidder 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 package 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) Emailed 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 For 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. **EVALUATION OF BIDS:**

- a) The evaluation of bids will include consideration of prior experience, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated.
- b) "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 contractors 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.
- c) 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 right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- d) 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.

10. **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.

11. **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 bidder 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 bidder.
- c) If the County chooses to negotiate, negotiation may involve any issue bearing on the Response and may take place after submission of Response and before an award is made. The County reserves the right to follow negotiations with a request for submission of a best and final Response.

12. **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.

13. **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.

14. **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.

15. **AWARD OF CONTRACT:**

BASIS OF AWARD

- a) Only firm bids shall be considered.
- b) 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.
- c) 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.
- d) 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.

16. **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.

17. **CONTRACT DURATION:**

This Bid shall be in effect from the date of County Commission approval for a period of one year with the option to extend for three (3) additional (1) one year periods. 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.

18. **RENEWAL:**

- a) The County reserves the right to negotiate this contract for three (3) additional one-year renewal periods.

- b) Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) “CPI-U, All Items” rate, whichever is lower, of the firm, fixed pricing stated within the IFB.
- c) If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the Purchasing Agent of increased costs incurred by the Contractor for any element of the bid for which an increase is requested.
- d) The Clay County Purchasing Agent or Buyer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the County’s right to exercise the renewal option.

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. **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.

21. **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.

22. **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.

23. **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.

24. **PAYMENT:**

For prompt payment, all invoices must be sent directly to: Facilities Management, 115 S. Main St., Liberty, MO 64068.

25. **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.

26. **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.

27. **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:

- (A) **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.
- a) 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.

- b) 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.
 - c) Contractor waives any costs not submitted to the County for approval within the thirty (30) calendar days after receiving notice.
 - d) County shall, within thirty (30) calendar days after receipt of Contractor's statement, pay Contractor all amounts the County determines to be applicable.
 - e) 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:
- 1. The County shall send written notice to the Contractor setting forth the breach and requesting that such breach be cured.
 - 2. Contractor shall have 30 days from the date of the notice to cure such breach to the satisfaction of the County.
 - 3. 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:
- 1. 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%).
 - 2. The County may immediately prohibit Contractor from having access to the property or conducting business on the property.
 - 3. 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.

- 28. **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.

- 29. **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.

- 30. **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.

- 31. **FUND ALLOCATION:**
Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of County funds.

- 32. **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.

- 33. **TRANSPORTATION CHARGES:**
When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by Seller.

- 34. **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.

- 35. **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.

- 36. **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.

- 37. **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.

38. **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, the Contractor shall furnish the County with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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, sub-contractors, employees or agents under this contract.

44. **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.

45. **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.

46. **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.

47. **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)

48. **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.

49. **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.

50. **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.

51. **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.

52. **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.

53. **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

54. **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.

