



Ice Machine Rental – May 15, 2024

BID #10002261

Robert Wakefield

16th Judicial Circuit of Missouri

415 E. 12th St. 8M East Fl.

Kansas City, MO 64106

Office (816) 881-3782 Fax (816) 881-3226

Email: Robert.Wakefield@courts.mo.gov

Date: May 15, 2024

Invitation for Bid

(IFB) #10002261

Ice Machine Rental

Contract Duration: (3) Years

Contract Renewal: (3) 1 Year Periods

Bid is being extended for an additional week

Invitation For Bid Due Date:

Wednesday, May 22, 2024

Robert Wakefield will be the point of contact for any questions that might arise relating to this IFB.

BID DUE DATE: May 22, 2024 by 2:00 PM CST

Bids must be submitted no later than 2:00 PM CST on May 22nd 2024 by Fax, Email, mail or courier to the following Address:

Fax: (816) 881-3226

Email: Robert.Wakefield@courts.mo.gov

16th Circuit of Missouri Jackson County

Attention: Purchasing Department – Robert Wakefield

415 E. 12th St., 8M East Fl.

Kansas City, MO 64106

Bids received after the deadline designated shall not be considered

Those that want to do a walk through to see where the ice machines are located must do so by calling or emailing me at 816-881-3782 or by email at Robert.Wakefield@courts.mo.gov before the deadline date of May 22, 2024

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All Proposals should contain the following information:

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Signature Page Agreement	Page 15
Pricing Schedule	Page 16

All questions pertaining to this IFB shall be in a written form and submitted to Robert Wakefield via e-mail at Robert.Wakefield@courts.mo.gov. Vendor should clearly understand that the only acceptable answer or position of the court shall be in written form.

The court reserves the right to make adjustments to the above noted schedule as necessary.

Delivery Locations:

16th Judicial Circuit of Missouri

Jackson County Courthouse
415 E. 12th Street, Suite 800
Kansas City, MO 64106

Independence Annex
308 W. Kansas
Independence, MO 64050

Criminal Justice Building
1315 Locust
Kansas City, MO 64106

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General Terms and Conditions

1.0 Purpose

1.1 The Circuit Court of Jackson County intends:

The purpose and intent of this Invitation for Bid is to establish a firm fixed rental price requirement contract with qualified sources for the rental of five icemakers for the Circuit Court of Jackson County to include maintenance, in accordance with the specifications, terms and conditions stated herein.

2.0 Period of Contract

2.1 Contract – The period of this contract shall be for (3) years from the date icemakers are delivered to our premises. Bidders submitting bids for less than the contract period specified or other than a firm fixed delivered price for the contract period will not be accepted. By mutual agreement of the vendor and the Circuit Court, this contract may be renewed for an additional three (3) one (1) year periods.

All Prices quoted shall be on inside delivery to any and all points within the limits of Circuit Court of Jackson County (unless otherwise specified). For the items contained in the pricing schedule list, fixed pricing for the specific unit of measure and the first 3 years of the contract is required commencement date of the After the (36) thirty-six months and annually thereafter on the anniversary of the contract, price change request (increase or decrease) may be submitted to Circuit Court. All price changes will be granted only with written approval from the Director of Court Services.

2.2 After contract award, the vendor may offer, either on its own initiative or at a Purchasing representative's request, additional discounts, customized lists, or discounted prices for any purchases with the scope of the contract, even if such discounts were not included in the bid prices.

3.0 Pricing

3.1 Prices quoted shall be fixed and firm for the lease with maintenance as indicated on Pricing Schedule and final for the duration of the three-year contract term and net f.o.b. destination and full inside delivery to the exact locations indicated on the purchase request. Regardless of the quantity of the order placed, all shipping and fuel surcharges shall be included in the Unit Price.

3.2 Price Re-determination (Escalation/De-escalation) – In the event prevailing market conditions warrant an adjustment in contract pricing during the one-year term, or for any renewal periods of contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the Circuit Court.

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- 3.2a Vendor shall give written notice to the Director of Court Services of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of said price changes.
- 3.2b Such notice must be accompanied by a copy of the manufacturer's notification to the vendor of a justifiable price change.
- 3.2c No price escalation will be authorized in excess of the amount of the increase referred to on the manufacturer's notice.
- 3.2d If in the opinion of the Director of Court Services any proposed increase is found unacceptable, the Court Representative reserves the right to cancel the contract upon fifteen (15) calendar day's written notice.
- 3.2e Any approved price changes shall be honored for all orders received by the vendor after the effective date of such approved price change.
- 3.2f Approved price changes are not applicable for orders already placed and in the process of delivery at time of a price change.

4.0 Specifications and Scope of Work

Ice-Cuber with Ice/Water Dispenser

Cuber

- 4.1 Self-Contained Cuber with ice/water dispenser
- 4.2 Stainless Steel exterior with stainless steel evaporator
- 4.3 Capable of producing up to 429 lbs. of ice per 24 hours
- 4.4 Ice and Water Dispenser with 200# ice storage
- 4.5 R-404A Refrigerant

Dispenser Stand

- 4.6 Heavy duty floor stand for icemaker and dispenser
- 4.7 Corrosion Resistant stainless-steel exterior
- 4.8 Locking with reversible door

Water Filtration System

- 4.9 Filtration system to fit icemaker

Scope of Work:

- Vendor is responsible for delivery, set up, and installation
- Vendor is responsible for providing own tubing, hoses, and hook-up materials
- Vendor must not change any building hook-ups without permission of the Court.

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Kansas City Civil Records 3 rd Floor	HOSHIZAKI – KML.450MWE w/Dispenser
Kansas City – 9 th Floor	HOSHIZAKI – KML.250MAH w/Dispenser
1315 Locust Street	MANITOWOC OY0425W w/Dispenser
Independence Jury Room	HOSHIZAKI – KMI.451MAH w/Dispenser
Independence 3 rd Floor	HOSHIZAKI – KMI.450MWH w/Dispenser

4.10 The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed above state brand name and manufacturer model numbers. A generic or alternate brand product of equal specifications may be proposed as an alternate for the items identified above. However, in bidding the alternate item, the bidder must also attach manufacturer’s printed specifications and literature. Leased equipment should be equal to or better than the equipment currently being leased.

4.11 The Director of Court Services shall be the sole judge to determine whether the alternate bid pricing suggestions, such as rebates, creative lease agreements or the availability of discounts for floor models or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the Circuit Court.

4.12 Bidders are encouraged to submit cost-savings/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements or the availability of discounts for floor models or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the Circuit Court.

4.13 The circuit Court recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the Circuit Court. Alternates will be compared to the lowest responsive, responsible bid as specified.

4.14 Vendor must be qualified by experience and have adequate financing to provide the equipment and services set forth in the IFB.

4.15 A site check is required prior of placement of icemakers to ensure that equipment provided is properly suitable to each location.

4.16 The contractor will be responsible for any clean up and disposal of any debris that is the result of the installation and/or technician’s work.

- 4.17 Repair response time must be within twenty-four (24) normal business hours (Monday – Friday, 8:00AM – 5:00PM). If Icemaker cannot be repaired within (48) working hours, Contractor MUST provide a replacement to be of a similar make and model.
- 4.18 If delivery or performance is repeatedly unsatisfactory, the Court may terminate this contract in whole or in part and in that event, the vendor shall be liable for fixed, agreed, and liquidated damages accruing until the time that the Court may reasonably obtain delivery or performance of similar services and supplies.
- 4.19 Preventative maintenance shall be performed on all leased equipment and shall include, but not limited to:
- 4.19a Production testing and adjustments
 - 4.19b Water pump and pan cleaning
 - 4.19c Condenser cleaning
 - 4.19d Changing water filter as required
 - 4.19e All other manufacturer's recommended services
 - 4.19f At least two cleaning service calls per year

6.0 Conditions

- 6.1 The Circuit Court reserves the right to cancel/change/add to this contract, or portions thereof, without penalty at any time during the specified contract term.
- 6.2 If any additional equipment, delivery locations or quantity need to be added or changed, the Purchasing Agent will contact vendor and the additional arrangements shall be made accordingly.

7.0 Indemnification Clause

- 7.1 Bidder agrees to protect, defend indemnity and hold harmless the Court, its officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgements of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation.
- 7.2 Bidder further agrees to protect, defend, indemnity and hold harmless the Court from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor.
- 7.3 Bidders obligations to protect, defend, indemnity and hold harmless, as set forth in this Paragraph, shall include any and all attorney's fees incurred by the Court in enforcing and/or obtaining compliance with the provision of this Paragraph.

7.4 Bidders shall give the Court prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the Court, and each party shall have the right to compromise and defend the same to the extent of its own interest.

8.0 Cooperative Procurement

8.1 This section is optional, it will not affect this award. If awarded the proposed contract, would you sell under the prices and terms of this contract to any municipality, county, state, governmental public utility, non-profit, hospital, educational institute, special governmental agency and non-profit corporation performing governmental functions that participates as a joint proposer in or is represented by the Mid-America Council of Public Purchasing and/or Mid-America Council in the greater Kansas City Metropolitan trade area? There shall be no obligation on the part of any member of said council to utilize this contract.

Yes No Initials _____

9.0 Dock/Parking

9.1 The door in the Court’s dock area will be locked and will have a video/audio connection to the Ground Floor Security Desk. Vendors will be granted access to the garage for the purpose of deliveries/work. Once verified, the delivery/work will be permitted. The Court is not responsible for parking fees or tickets given by police for inappropriate parking areas or street parking where meters have expired.

10.0 Deliveries

10.1 The basic daily hours of service shall be Monday through Friday, 8:00am to 4:30pm. In all cases, the Vendor shall deliver at the convenience of the Court. The basic hours of service may change to meet individual site needs.

11.0 Insurance

11.1 The Contractor shall understand and agree that the Circuit Court cannot save and hold harmless and/or indemnify the Contractor against any liability incurred or arising as a result of any activity of the Contractor related to the Contractor’s performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Circuit Court, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate commercial general liability. All insurance coverage must be written by companies that have an A. M. Best’s rating of “B+V” or better -or- Lloyd’s of London, and are licensed and approved by the State of Missouri to do business in Missouri.

The insurance shall include an endorsement that adds the Circuit Court as an additional insured. See insurance table below for full itemization of coverage.

12.0 Addendum

- 12.1 Any change to the IFB shall be made by written addendum issued no later than 72 hours prior to the bid due date. The Court is not responsible for any explanation, clarification or approval made or given in any manner except for addendum.
- 12.2 This Addendum becomes fully a part of the first issued documents as if originally issued therewith or originally contained therein. Unless otherwise indicated, the work described herein shall comply with, and be equal or all respects to, the original specifications, Terms and Conditions.

13.0 Public Safety

- 13.1 The successful Company's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel if required.
- 13.2 The well being of employees of the Court is paramount. Extreme caution and special care shall be taken in order to protect employees from unforeseen and unfamiliar danger. The vendor shall assume full responsibility and liability for compliance with all applicable regulations pertaining the health and safety of personnel and the public during the execution of work.
- 13.3 The Court may in writing, require awarded vendor to remove any employee from the premises that it deems incompetent or careless.
- 13.4 The Court does not assume responsibility, at any time, for the protection of or for loss of awarded vendor's materials from the time they enter the building, such materials, tools, and delivery apparatus should not be left unattended at any time.
- 13.5 Unauthorized Personnel – at no time shall vendor allow any people into the courthouse other than the bona fide employees of the vendor.

14.0 Termination

- 14.1 In the event that either party believes that the other materially breached any obligations under this contract, such party shall so notify the breaching party in writing. The breaching party shall have forty-five (45) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the forty-five (45) days, the non-breaching party shall have the right to terminate the contract without further notice.

15.0 Bid Protest

15.1 Any protest concerning the award of a contract shall be decided by the Director of Court Services or the Budget and Fiscal Officer (Family Court) after consultation with Legal Counsel. Protests shall be in writing to the Office of the Purchasing Department and shall be filed within three (3) business days of final approval and acceptance of the contested proposal by the Purchasing Department. The written protest shall include the name and address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. A protest is considered filed when all requested information is received by the Office of the Purchasing Department along with the required cashier's check or bond. The Director of Court Services or the Budget and Fiscal Officer (Family Court) will respond to the written protest within fourteen (14) days of its receipt. The Director of Court Services or the Budget and Fiscal Officer (Family Court) decision relative to the protest shall be final and no further appeals will be recognized.

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

The protest bond will be submitted as follows:

Issued in the amount of 1% Percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) or more than five thousand dollars. This bond shall be in the form of a US Postal service money order or a certified cashier's check made payable to the Circuit Court of Jackson County. Money will be refunded to the submitting vendor only if the protest is found in their favor.

16.0 Basis for Award

16.1 The basis for award will be overall low quote meeting specifications, at the Circuit Court's Purchasing Department discretion. Award shall be lowest, responsible bidder. "Responsible" is determined by compliance with the specifications, references, past performance, financial stability and any other criteria necessary and reasonable to establish bidder reliability.

17.0 Warranty

17.1 The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and tile.

18.0 Funding

18.1 Circuit Court if operated and funded on a January 1 to December 31 basis; accordingly, the Circuit Court reserves the right to terminate, without liability to the Court, any contract for which funding is not available.

19.0 Billing

19.1 Invoice must reference the purchase order number or release order number and must be received with (30) days of completion of delivery.

19.2 Payment terms are net 30 days after approval of the invoice.

19.3 No late payment fees shall apply.

19.4 The invoice shall be addressed to the Circuit Court of Jackson County, but mailed to Purchasing Department, Room 8M East, Kansas City, MO 64106.

19.5 Do not bill tax. The Court is exempt from payment of the Missouri Sales tax in accordance with section 39 (10). Article 3. Of the Missouri Constitution and is also exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. A certificate of exemption will be sent per request of the awarded vendor.

19.6 Invoices must be mailed to:

Circuit Court of Jackson County
Budget and fiscal Operations, Room 304
415 East 12th Street
Kansas City, Missouri 64106
circuit16ap@courts.mo.gov
816-881-1222

19.7 Circuit Court will only send payment to one designated remit to address.

19.8 Vendor must provide the specific contact name of our assigned representative, phone number and title for all invoice and payment questions. This contract shall be an open account (charge account) and billed accordingly. The Court Purchasing Department shall issue a purchase order to encumber the funds. Invoices shall be paid against/from said purchase order number. No invoices shall be paid without a purchase order number.

20.0 Instruction to Bidder

20.1 All Bidders must be merchants dealing in the goods and services on which they bid, and must be qualified to advise as to their application and use. Bidders warrant, and must be able, upon request to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, license, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

20.2 Withdrawals of bids. A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Circuit Court prior to the specified tie of opening.

- 20.3 Completeness: All information required by the IFB must be supplied to constitute a proper bid. Bidders shall not alter the IFB documents except upon instruction by receipt of addendum. Bidders shall furnish information required by the bid in the form requested. The Circuit Court reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this IFB.
- 20.4 Bids binding for 90 Days: Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the bid opening date unless the bidder(s), upon request from the Court Services Director, agrees to an extension.
- 20.5 Questions: All questions pertaining to this IFB shall be in a written form and submitted to Robert Wakefield by email (robert.wakefield@courts.mo.gov) within the cut-off date indicated in time-line schedule.
- 20.6 Qualifications of Bidder: The Circuit Court may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Circuit Court all such information and data for this purpose, as may be requested. The Circuit Court further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the Court that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated herein.
- 20.7 Errors in Bid: Bidder shall be bound by its offer even though the offer is based on an erroneous calculation, and the bidder shall have no right to withdraw its offer after the bid award. Unless agreed otherwise by the Court and Bidder. Carelessness in quoting prices, or in preparation of bid, will not relieve the bidder in case of errors. Changes must be initialed.
- 20.8 Late Bids will be returned to bidder unopened or notified by e-mail.
- 20.9 If you have not participated in work performed for the Circuit Court, vendor must submit three (3) references. References must state similar services as mentioned in this IFB.
- 20.10 The Circuit Court of Jackson County is exempt from State sales tax and Federal Excise Tax. Tax exemption certificate shall be provided upon request.
- 20.11 The bidder agrees to comply with all Federal and State Laws, and Local Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
- 20.12 Bid Tie: In the event of a tie bid, the purchasing agent will write the tie bidders' names on separate pieces of paper. The names will then be placed in an empty box and a designated employee will draw a name from the box without examining the contents of the box. Three witnesses must be in attendance. The name drawn will then become

the awarded vendor. The purchasing official and the witnesses shall document and attest to the results. Vendors may be in attendance at the drawing

20.13 The bids shall be legibly printed in ink or typed. The bid shall be legally signed and shall include the complete address of the bidder.

20.14 If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by bidder.

Vendor Responsibility

1. Equal Employment Opportunity

The awarded Contractor shall be in compliance with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 13, 1967 and supplemented Department of Labor regulations (141CFR Chapter 60)

2. Right to Work

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

2.1 Contractor certifies, by signing their bid proposal Contractor Information/signature page of the IFB that all employees of the Contractor are legally eligible to work within the United States.

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



Vendor Information Sheet

Vendor Name: _____
 Vendor Address: _____

 Fed Tax ID/SSN: _____

Contact Information

Name: _____
 Phone: _____
 Fax: _____
 Email: _____
 Website: _____

Payment Remit to Address

Address: _____

SIGNATURE/AGREEMENT FORM

Vendor must submit unit cost prices and extended cost pricing prices as requested in IFB. Failure to submit unit costs exactly as requested will cause your bid on that item not to be considered. The Circuit Court will not be responsible for any incorrect unit costs submitted by the vendor.

Circuit Court of Jackson County reserves the right to request corrections, clarifications, and/or additional information pertaining to this IFB. Such information must be received in the office of the Purchasing Agent within twenty-four (24) hours immediately following notification to the bidder.

Agree _____ Disagree _____

 Signature

Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this IFB.

Agree _____ Disagree _____

 Signature

The bidder agrees that they have examined:

- Pricing/Payment
- Instruction to Bidder
- Term and Conditions
- Specifications
- Confidentiality Agreement

And that all prices quoted meet or exceed information provided in this IFB
 And that Pricing Attachments; Renewal Options; Coop Procurement; Signature Page; Pricing Schedule; and Confidentiality Agreement has been submitted

 Signature

 Title

 Date

PRICING SCHEDULE
 Five (5) Ice Maker Units

Location	MAKE & MODEL / Proposed	Unit Price / Month	Extend / Year
Civil Records		\$	\$
1315 Locust		\$	\$
Jury Room Independence		\$	\$
3 rd Floor Independence		\$	\$
9 th Floor – KC		\$	\$

Date Units are Available for Delivery _____

Vendor Representative / Point of Contact

Primary Representative Name: _____

Phone Number: _____

Company Name: _____ Authorized Signature: _____

Signature of Legal Counsel: _____ Date: _____

Signature of contract acceptance:

 Beverly Newman, Court Administrator

 Date