



16TH Judicial Circuit of Missouri
415 E. 12TH Street
Kansas City, Missouri 64106

Invitation For Bid

IFB-10002065

Issue Date: April 24, 2024

Bid Closes at 9:55 AM
May 8, 2024

Buyer
Jason Allen

Phone Number
816.435.4820

Pre-Bid Site Visit: May 1, 2024 at 10am CST

The intent of this Invitation for Bid ("IFB") and resulting contract is to obtain a qualified vendor(s) to provide carpet cleaning; floor care, carpet spot removal, upholstery cleaning, and other necessary services listed below on an as-needed basis at the following locations:

- Kansas City Courthouse – 415 E 12th Street, Kansas City, MO 64106
- Criminal Justice Building – 1315 Locust Street, Kansas City, MO 64106
- Eastern Jackson County Courthouse – 308 W Kansas Avenue, Independence, MO 64050
- Community Justice Building – 1305 Locust Street, Kansas City, MO 64106
- Jackson County Records Center – 1560 Geospace Drive, Independence, MO 64506

This document constitutes an invitation for competitive bids per specifications and/or conditions set forth in this solicitation. Contract term is for three (3) years with an option for three additional one (1) year terms.

Pre-bid Site Visit Location:

16th Judicial Circuit of Missouri
415 E 12th Street
Kansas City, MO 64106
Meet at 10:00am CST in Security Lobby (behind security check in and delivery dock)

Time/Date: 10:00am CST on May 1, 2024. This pre-bid site visit is recommended, as another time will not be available. Questions shall be asked and answered at the pre-bid site visit for a more precise clarification of the Circuit Court's needs. An addendum, if needed, will then be sent out to all that attended the pre-bid site visit.

Instructions to Bidders:

- Bids will be accepted by email to jason.allen@courts.mo.gov until date and time specified herein. All bids shall be received and placed in locked bid cabinet until opening date and time. Upon the date specified all bids will be publicly read and recorded at 10:00 AM local time (Central). After which the bids will be tabulated and reviewed by the Purchasing Agent. Bids received after the deadline designated shall not be considered.
- Complete and email pages marked **Return Page**, prior to the closing time of 9:55 AM-CST on or before May 8, 2024, to the above email address. If however, you are not bidding please complete and email back the Statement of No Bid.
- Telephone Bids will not be accepted! By submitting a bid you offer to enter into the proposed contract and your offer is not revocable for sixty (60) days following the response deadline indicated herein.

- d. All bids submitted in response to this invitation for bid shall become the property of the Circuit Court and will be a matter of public record available for review under the guidelines of any applicable Federal Freedom of Information Act or Missouri "Sunshine Law".
- e. A responsive bid shall substantially conform to the requirements of this Invitation For Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.
- f. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids.

Timeline:

- Bid available to vendor is April 24, 2024
- Pre-Bid Site visit is May 1, 2024 at 10:00am
- IFB Due Date is May 8, 2024 by 9:55am
- Award is May 15, 2024
- Contract Term will be May 15, 2024 thru May 15, 2027, with three (3) options for one-year extensions

Questions:

All questions pertaining to this IFB shall be in a written form and submitted via email to jason.allen@courts.mo.gov

Preparations:

- a. The bid shall be legibly printed in ink or typed.
- b. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.
- c. The bid shall be legally signed and shall include the complete address of the bidder.
- d. Jackson County Circuit Court is exempt from Federal Tax Exempt Number 43-91-0217K and Missouri State Sales Tax Exempt Sec. 39 [10] Article 3, Missouri Constitution; Missouri Tax I.D. 12495671, and such taxes shall not be included in quoted prices.
- e. Unless otherwise stated by the bidder, the bid shall be considered as being in accordance with Circuit Court's applicable standard specifications, and any special specifications outlined in the bid document.

Pricing:

- a. Price quoted shall be firm and final and shall remain in effect for sixty (60) days after bid opening.
- b. Price quoted shall be net and shall reflect any and all discounts available to a government agency.
- c. Quotation must be made on the prices page of this document. No other form shall be accepted.

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

The 16th Judicial Circuit of Missouri 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 request notification to the bidder.

No Obligation to Buy:

- a. The Circuit Court reserves the right to refrain from contracting with any supplier.
- b. The release of this Invitation for Bid does not guarantee that the Circuit Court will purchase.

Cost of Preparing Bids: The Circuit Court is not liable for any costs incurred by suppliers in the preparation and presentation of bids submitted in response to this Invitation for Bid.

Bid Award:

- a. The bid award will be based on the most responsive and responsible bidder offering the best perceived pricing as deemed by the Circuit Court.
- b. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.
- c. Circuit Court Purchasing reserves the right to reject all or parts of bids, to waive technical defects in bids, and to select the bid deemed most advantageous to the Circuit Court.

Tie Bid:

- a. In the event of a tie bid, the senior 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 contractor. The purchasing official and the witnesses shall document and attest to the results. Contractors may be in attendance at the drawing.

Protest of Award:

- a. Any protest concerning the award of a contract shall be decided by the Budget and Fiscal Operations Officer 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 bid by the Purchasing Department. The written protest shall include the name and address of the protestor, the bid 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 Budget and Fiscal Operations Officer will respond to the written protest within fourteen (14) days. The Budget and Fiscal Operations Officer's decision relative to the protest shall be final, no further appeals will be recognized.
- b. 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.
- c. The submission of the cashier's check will be as follows: 1% Percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) nor to exceed five thousand dollars. This bond shall be a US postal service money order or a certified cashier's check made payable to the Jackson County Circuit Court. Money will be refunded to the submitting vendor only if the protest is found to be in their favor.

Statement of No Bid

We, the undersigned, have declined to submit a bid in response to this Invitation For Bid for the following reason(s):

- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain in REMARKS below).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain).

Remarks _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

NOTE: If you are not submitting a bid, please complete and email to Jason.allen@courts.mo.gov, otherwise disregard and submit the required submittal pages marked as **RETURN PAGE**.

Scope of Service:

- a. Upon award this document shall constitute a fixed price term & supply contract between the Circuit Court and the vendor, collectively referred to as “parties” for providing **Carpet and Miscellaneous Cleaning Services**. The term “offer” as used herein refers to the vendor’s offer made in response to this bid.
- b. The cleaning services will include but not be limited to: Carpet Cleaning, Solid Surface cleaning, marble cleaning, tile cleaning, upholstery cleaning, and leather conditioning.

Contract Terms:

- a. The contract shall provide the above services for 36 months and be effective beginning July 1st, 2023 thru June 30th, 2026.
- b. The contract shall have the option to then renew for three additional one-year terms.

Billing:

- a. Supplier shall submit the invoice to the following address or by instructions stated on purchase order.
Jackson County Courthouse
Accounting Department
415 E. 12th Street
9th Floor
Kansas City, Missouri 64106
- b. Invoice can be E-mailed in a PDF to circuit16ap@courts.mo.gov.
- c. Payment will be made no later than Net 30. No late payment fees shall apply.

RETURN PAGE

Uniform Commercial Code: The successful supplier and the Circuit Court agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Conflict of Interest: The vendor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official, or employee of the Circuit Court is financially interested, directly or indirectly, in the services as specified in this bid and resulting purchase order.

Force Majeure:

- a. The vendor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the vendor.
- b. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the vendor's employees, and freight embargoes.

Waiver:

- a. Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach.
- b. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by Jackson County Circuit Court shall not constitute a waiver.

Terms & Conditions: Bids are made upon, and are subject to the following conditions and those listed on the pricing page. Upon acceptance by the Circuit Court, the bid and a purchase order issued thereon and by acceptance of said purchase order by supplier shall constitute a contract for furnishing the items described in the bid in strict Conformity with the contract instrument.

- a. Each bid will be analyzed and the award will be made on the Basis of the lowest price and/or best value, whichever is deemed to be most advantageous to the Circuit Court.
- b. The Circuit Court reserves the right to reject all or part of bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the Circuit Court.
- c. Unless otherwise required by the terms of the Bid Request, all goods to be furnished shall be the best of their kind.
- d. Separate discount for timely payment shall not be given consideration in evaluating bids.
- e. By virtue of statutory authority, the Director, Court Services, shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivery price is same or less.
- f. The vendor 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.
- g. In the event that Circuit Court only receives a single bid to its solicitation, then Circuit Court reserves the right to turn the single received bid into a negotiated procurement.
- h. The supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the sale of services of Firearms Training covered by a purchase order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

RETURN PAGE

- i. Supplier and Circuit Court/Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, supplier hereby assigns to the Circuit Court/Purchaser any and all claims for such overcharges.
- j. Supplier shall protect, indemnify, and save the Circuit Court harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of supplier, his employees, agents or subcontractors howsoever caused.
- k. The vendor will be reimbursed any necessary expenses incurred by the vendor in connection with providing services. The vendor will only be reimbursed for expenses submitted due to negligence on the part of the Court or in the event of last-minute cancellations by the Court.
- l. Any additional or different terms proposed by supplier as a condition of acceptance shall be cause for rejection of bid.
- m. The 16th Judicial Circuit of Missouri is exempt from State Sales Tax and Federal Excise Tax. Tax exemption certificate indicating the Court's tax exempt status will be furnished upon request.
- n. The vendor shall employ all necessary safety precautions to prevent injury to persons or damage to the Circuit Court property and/or equipment. If, at any time, the Court representative determines that proper safety measures are not being employed, the vendor will be stopped from working and may resume work only at such time as the condition is remedied to the satisfaction of the Circuit Court.
- o. No on-site help is available, vendor must provide all equipment and man power to remove the boxes from the vendor's truck onto the dock and to Court Services. Inside delivery is required.
- p. Vendor may recycle all acceptable shredded documents and keep funds generated from said recycling. The Circuit Court hopes this will be an incentive to keep pricing low.

Insurance: The supplier shall understand and agree that the Circuit Court cannot save and hold harmless and/or indemnify the vendor against any liability incurred or arising as a result of any activity of the vendor related to the vendor's performance under the contract. Therefore, the vendor 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.

Applicable Laws: All vendors 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 vendor are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96"), INA Section 274A and Title 8 U.S. Code § 1324a of the federal government. If Circuit Court determines that vendor employs any persons not eligible to work in the United States, the vendor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the supplier from doing business with the Jackson County Circuit Court.

RETURN PAGE

All bidders must agree that they have examined the following:

- Instructions to Bidder
- Pricing
- Scope of Service
- Contract Terms
- Terms & Conditions

All prices quoted meet or exceed information provided in this IFB.

Prices

Prices quoted shall be F.O.B. Destination to the Court's delivery addresses. Inside delivery required.

Under this term and supply contract the Court shall not be required to place any minimum orders. Unit prices quoted shall remain firm and fixed from July 1st 2023 through June 30th, 2025. In the event prevailing market conditions warrant an adjustment in contract pricing, for any renewal periods of the contract, the following escalation/de-escalation clause shall be the only clause applicable to the Circuit Court.

- a. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of said price changes.
- b. Such notice must be accompanied by a copy of the supplier's advisory or notification to the contractor of a justifiable price change.
- c. No price escalation will be authorized in the excess of the amount of the increase referred to on the supplier's notice.
- d. The Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interest of the Circuit Court.
- e. If in the opinion of the Purchasing Manager any proposed increase is deemed unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar days written notice.
- f. Any approved price changes shall be honored for all scheduled pickup times after the effective date of such approved price changes.
- g. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be cancelled and a new contract will be solicited.
- h. Price decreases are allowed at any time.

RETURN PAGE

Pricing Page

	Description	Units	Price -Regular Hours	Price - Weekend / After Hours
1	Carpet Cleaning	sq. ft.	\$	\$
2	Solid Surface Cleaning	sq. ft.	\$	\$
3	Upholstery cleaning - chair w/ fabric arms	each	\$	\$
4	Upholstery cleaning - chair without fabric arms	each	\$	\$
5	Upholstery sofa - standard size	each	\$	\$
6	Leather Conditioning	sq. ft.	\$	\$
7	Workstation panel upholstery	sq. ft.	\$	\$
8	Drapery cleaning (small) - 54" x 64"	pleat	\$	\$
9	Drapery cleaning (large) - 60" x 150"	pleat	\$	\$
10	Sanitizing floor	sq. ft.	\$	\$
11	Marble basic cleaning	sq. ft.	\$	\$
12	Hand scrub marble (neutralize, squeegee off excess)	sq. ft.	\$	\$
13	Hone/Polish marble	sq. ft.	\$	\$
14	Burnish	sq. ft.	\$	\$
15	Tile cleaning	sq. ft.	\$	\$
16	Tile grout cleaning	sq. ft.	\$	\$
17	Mold inhibitor treatment	sq. ft.	\$	\$
18	Water extraction	hour	\$	\$
19	Stripping/Waxing service	sq. ft.	\$	\$
	Maximum emergency response time	hours	_____ hours	
	Average emergency response time	hours	_____ hours	

Does the bidder understand that most cleaning service requests will be after hours (after 5:00pm) or on weekends?
(Circle One):

YES

NO

RETURN PAGE

Information/Agreement/Signature Form

Company Name: _____

Company Address: _____

Federal Tax ID/SSN: _____ Please provide company's W9

Payment Remit to Address: _____

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

DBE STATUS Indicate status claimed:

- 1. Minority Owned Business (MBE) YES NO
 African American Latino Native American Asian Pacific Islander
- 2. Woman Owned Business (WBE) YES NO
- 3. Small Business YES NO

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

Signature of Person Authorized to Sign

Date

Printed Name

Title

RETURN PAGE