

Jury Base Chairs

Suzy Laughlin

Subject: Jury Base Chairs

CIRCUIT COURT OF JACKSON COUNTY

415 East 12th Street, 8MEast
Kansas City, Missouri 64106
PHONE (816) 881-3782 • FAX (816) 881-3226
Email: suzy.laughlin@courts.mo.gov
Date: December 5, 2013

Invitation for Bid (IFB) #69752-13

FOR
Jury Base Chairs

Invitation For Bid Due: Due to the need for a quick response this IFB is due on December 12, 2013 no later than 2:00 PM CST.

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

BID DUE DATE: Written Bids must be submitted no later than 2:00 PM CST on December 12, 2013 by mail, e-mail, or fax clearly marked with the Invitation for Bid number, due date, and the bidder's name and address.

SUBMIT PAGES 8,9,10,11 ONLY

Circuit Court of Jackson County
Attn: Purchasing Department / Suzy Laughlin
415 East 12th Street, 8MEast
Kansas City, MO 64106

***Questions**

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

Jury Base Chairs

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 delivered price requirement contract with qualified sources for the procurement of Jury Base Chairs in accordance with the specifications, terms and conditions stated herein.

2.0 Material Standards

5.1 All material or equipment furnished to the Court under this contract shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

3.0 Indemnification Clause

3.1 Bidder agrees to protect, defend, indemnify and hold harmless the Court, its officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments 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.

3.2 Bidder further agrees to protect, defend, indemnify 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.

3.3 Bidders obligations to protect, defend, indemnify 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 provisions of this Paragraph.

3.4 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.

4.0 Cooperative Procurement

7.1 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** _____

5.0 Deliveries

5.1 The basic daily hours of service shall be Monday through Friday, 8:00 am to 4:30 pm. 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.

5.2 All deliveries must be accompanied by a packing list; all packing lists must reference purchase number and department name. Packing lists; PO number; and Department Name shall be visible on all packages.

Delivery Location: Circuit Court of Jackson County
1315 Locust
Kansas City, MO 64106

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5.3 The vendor is responsible for notifying The Circuit Court representative if delivery cannot be made within a reasonable amount of time. The Circuit Court reserves the right to cancel all or any part of an order if the shipment is not made as promised.

5.4 The vendor shall guarantee delivery to the Circuit Court regardless of any organized work stoppages.

5.5 Damaged or re-packaged supplies ARE NOT ACCEPTABLE and will be returned immediately for full credit.

5.6 Vendor is responsible for filing and expediting all freight claims with the carrier. The vendor will pay title and risk of loss or damage charges.

6.0 Insurance

6.1 Prior to finalizing the agreement, the Circuit Court of Jackson County may review each supplier's company coverage. Circuit Court may require certain insurance coverage prior to entering into any agreement. Depending upon the amount and type of supplier insurance required and agreed upon by both parties, certification will be required to be furnished. The successful company shall agree to maintain continuous, uninterrupted coverage of all insurance as required by both parties.

7.0 Addendum

7.1 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.

7.2 This Addendum becomes as 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 in all respects to, the original Specifications, Terms and Conditions.

8.0 Public Safety

8.1 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 requested.

8.2 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 to the health and safety of personnel and the public during the execution of work.

8.3 The Court may, in writing, require awarded vendor to remove any employee from the premises that it deems incompetent or careless.

8.4 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.

8.5 Unauthorized Personnel – AT NO TIME SHALL VENDOR ALLOW ANY PEOPLE INTO THE COURTHOUSE OTHER THAN THE BONA FIDE EMPLOYEES OF THE VENDOR.

9.0 New Material

9.1 Unless otherwise provided in the specifications, all goods to be supplied under this contract shall be from new unused stock.

10.0 Termination

10.1 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.

11.0 Bid Protest:

11.1 Bid Protests must be submitted to Circuit Court Purchasing Department within 3 days of bid award notice. Protests must be in writing with supporting facts and documentation of the protest.

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12.0 Basis for Award

12.1 The basis for award will be overall low quote meeting specifications, at the Circuit Court's Purchasing Department discretion. AWARD shall be the 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.

13.0 Purchase Order/Funding

13.1 A purchase order(s) shall be generated and issued by the Circuit Court's Purchasing Department to the successful vendor.

13.1a The purchase order will be for a stated dollar amount and will terminate at the time shown the funds are exhausted. If funds need to be added, then a new purchase order shall be issued with a new termination date. Thereafter a new purchase order shall be issued at beginning of each calendar year during contract period.

13.1c 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.

14.0 Warranty

21.1 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.

15.0 Specifications

MODEL # 48-EKJ
MFQ: NATIONAL OFFICE FURNITURE
DESCRIPTION: ARLINGTON, HIGH BACK, KNEE TILT- JURY BASE CHAIRS
GRADE 4
FABRIC: SILVERTEX
COLOR: 41301 BASIL
WOOD: DW JUDICIAL

The vendor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties.

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16.0 Instructions to Bidder

16.1 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, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

16.2 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 time of opening.

16.3 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.

16.4 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.

16.5 Questions: All questions pertaining to this IFB shall be in a written form and submitted to Suzy Laughlin by email (suzy_laughlin@courts.mo.gov) within the cut-off date indicated in time-line schedule.

16.6 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 obligations of the contract and to complete the work contemplated herein.

16.7 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.

16.8 Late Bids will be returned to bidder UNOPENED or notified by e-mail.

16.9 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.

16.10 The Circuit Court of Jackson County is exempt from State sales tax and Federal Excise Tax. Tax exemption certificate shall be provided upon request.

16.11 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.

16.12 Equal Low Bids: When tie bids occur, award shall be made by "the flip of a coin" method: The bidders that are involved must attend the coin toss. The toss shall be witnessed by at least three (3) witnesses. The contract file shall contain the names and addresses of the witnesses and the person supervising the coin toss

16.13 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.

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

17.0 Billing

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

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

17.3 No late payment fees shall apply.

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

17.5 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.

17.6 Invoices must be mailed to:

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Circuit Court of Jackson County
415 East 12th Street
BUDGET, ROOM 4MWEST
Kansas City, Missouri 64106

17.7 Circuit Court is in the process of obtaining an electronic remit to address which all future billing must be sent to. The Court will notify the vendor when this action is completed

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

17.9 Vendor must provide the specific contact name of our assigned representative, phone number and title for all invoice and payment questions.

VENDOR RESPONSIBILITY

1.0 Equal Employment Opportunity

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

2.0 Right to Work

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

2.1 Contractor certifies, by signing their bid proposal Contractor Information/signature page of this 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.

3.0 THE INSTALLATION PORTION OF THIS IFB IS PREVAILING WAGE

Prevailing Wage

2.1 The Court shall require Contractor to pay Prevailing Wages. The state of Missouri requires workers on public projects be paid prevailing wage. Public bodies have certain duties to fulfill required under this law. There are strict penalties for failure to comply. The Courts representative is responsible for stating if service is compliant with Prevailing Wage. The prevailing wage rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.

WAGE ORDER #20, SECTION 48

Title	Basic Hourly Rate	Total Fringe Benefit
Laborer	\$26.20	\$14.35

2.2 Public work is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, and utilities construction.

2.2a THIS JOB is classified as Prevailing Wage. Not Less than the prevailing hourly rate of wages, as set forth in the Annual Wage Order Number 19, Section 048, Incremental Increase Page dated: **August 2013** attached to and made part of the specification for work under this contract, must be paid to all workers performing work under this contract. See section 290.250, RSMO

2.2b Contractor will forfeit a penalty of one hundred (\$100) dollars per day (or portion of a day) to the 16th Judicial Circuit Court of Jackson County, Missouri/Circuit Court Division for each worker that is paid less than the prevailing wage rate for any work done under this contract by the contractor or by any subcontractor (See section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060, Code of State Regulations-Prevailing Wage Rules.

2.2c Contractor MUST strictly adhere to all PREVAILING WAGE LAWS. Which includes providing Certified Copies of Payroll and the completion of the Compliance Affidavit BEFORE Payment will be made by the 16th

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Judicial Circuit Court of Jackson County, Missouri / Circuit Court Division. Approved forms will be provided by the Purchasing Department upon request. <http://www.labor.mo.gov/>

2.2d Attached is the wage order provided by DLS, must be performed under the contract (see section 290.250 and 290.325, RSMo enclosed in the law section). <http://www.labor.mo.gov/>

2.2e Attached is the hourly rate of wages, as set out in the wage order attached and made part of this IFB for work under the contract, “**Not less than the prevailing hourly rate of wages, as set out in the wage order attached**” (See section 290.250, RSMo, enclosed in the law section). <http://www.labor.mo.gov/>

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Vendor Information Sheet

Vendor Name: _____

Vendor Address: _____

Fed Tax ID/SSN: _____

Contact Information

Name: _____

Phone: _____

Fax: _____

Email: _____

Website: _____

Payment Remit to Address

Address: _____

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**CIRCUIT COURT OF JACKSON COUNTY
PRICING PAGE
IFB #69752-13**



DESCRIPTION	QUANTITY	PRICE PER EA	EXTENDED PRICE
NATIONAL OFFICE FURNITURE ARLINGTON JURY BASE CHAIRS – 48-EKJ See Page 4 for Specifications	14	\$	\$
DELIVERY	1	\$	\$
INSTALLATION – PREVAILING WAGE RATES SEE PAGE 6	1	\$	\$
TOTAL			\$

Estimated Delivery Date: _____

Vendor will honor bid pricing for _____ days for possible future orders

SIGNATURE/AGREEMENT FORM

Vendor must submit unit cost prices and selling cost 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 quantities shown on Pricing Schedule are estimated usage quantities based on previous year's usage. The Circuit Court may or may not exceed these amounts during the contract period

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
- Instructions 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; Coop Procurement; Signature Page; Pricing Page; and Confidentiality Agreement has been submitted

Signature

Title

Date

IFB #69562-13

It is my understanding that information related to the above referenced contract has been provided to me on a need-to-know basis and that in accordance with the contract, all information, materials, and files reviewed in the performance of this contract shall be privileged and held confidential.

Therefore, I hereby agree not to share or discuss said information with any person(s) outside of the 16th Circuit Court without the express written consent of the 16th Circuit Court.

In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the Court Administrator immediately.

Signature

Date

Printed Name

Company Name