



16th Judicial Circuit of Missouri
 Court Purchasing
 415 East 12th Street Room 8M East
 Kansas City, Missouri 64106

Date: August 6, 2025

Scott Etzenhouser
 Phone: (816) 881-3666
 E-mail: scott.etzenhouser@courts.mo.gov

The purpose of this solicitation is to establish a contract with a provider, herein referred to as the contractor to provide the 16th Judicial Circuit of Missouri, herein referred to as the Circuit Court with a contract to: Supply and install new or upgrades for all sound systems, communication systems and audiovisual components. Provide maintenance, troubleshoot and repair to existing systems.

Pre-bid: Contractor may schedule a site visit if necessary. It is the responsibility of the vendor to review the prospective scope of work and their personal observations with the documents as to the nature, location, elevators and conditions that effect the expected work. No allowance will be made for not having completely inspected the site or not being familiar with the existing conditions and equipment to be encountered in expected work.

Bid closes: Tuesday, September 9, 2025 @ 9:55 A.M. Local Time (Central)
 Bids MUST be submitted prior to the closing date and time to be eligible for consideration. Bids will be publicly opened and read at 10:00 A.M. Local Time (Central). Bids received after the deadline designated shall not be considered.

Contract term: October 1, 2025 through September 30, 2028

Contract renewal: Possible three (3) one-year periods at the discretion of the Circuit Court

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".

For all questions regarding this bid contact Scott Etzenhouser [prior to August 20, 2025] at (816) 881-3666 or by e-mail to Scott.Etzenhouser@courts.mo.gov.

From the date this IFB is issued until an award is made, **absolutely no communication with department staff is allowed!** If communication is required between potential suppliers and individuals employed by the court regarding this IFB it is restricted to written communication with the senior purchasing agent.

Timeline schedule:

Bid issue date	Wednesday, August 6, 2025
Bid due date	Tuesday, September 9, 2025 @ 9:55 A.M. Local Time (Central)
Bid evaluation	September 9 through September 15, 2025
Award date	Monday, September 22, 2025 or before
Contract term	October 1, 2025 through September 30, 2028 with possible three (3) one-year renewal periods

Note: If needed, this timeline may change but the Circuit Court will make every effort to stay within this schedule.

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

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

The 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 bid prices. A Sales and Use Tax Exemption letter will be provided upon request.

All bids must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has legal authorization to bind the bidder. By signing the Offer to Contract/Signature Page, bidder certifies: The submission of the offer did not involve collusion or other anti-competitive practices. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

Unless otherwise stated by the bidder, the bid shall be considered as being in accordance with Family Court's applicable standard specifications, and any special specifications outlined in the bid document.

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.

The term "offer" as used herein refers to the contractor's offer made in response to this bid. Bids are made upon, and are subject to the subsequent listed conditions and any addendums issued. Upon acceptance by the Circuit Court, a contractor's bid response and acceptance of the bid contract award letter issued to contractor shall constitute the contract for providing the Audio Video Systems as described in this bid in strict conformity with the contract instrument, thus eliminating the need for a formal signed contract.

Bid submission: Bids will be submitted to the below **address** until date and time specified herein. Bids will publicly be opened, read, reviewed and tabulated by the senior purchasing agent at 10:00 AM local time (Central). **Bids received after 9:55 AM-CST on Tuesday, September 9, 2025 shall not be considered.**

Submit by mail or messenger to the following address:

Jackson County Circuit Court
Purchasing Department
415 E. 12th Street, 8M East
Kansas City, Missouri 64106

Bid proposal must be signed in ink by the bidder and all pricing shall be made in ink or by typewriter. Erasures or alterations must be initialed by the bidder in ink. All Bids shall be tightly sealed in an envelope and plainly marked **Bid 10009525-25-28 – Audio Video Systems**, with date and time of bid opening, and the bidder's name and address. **Telephone, faxed or e-mailed bids will not be accepted!**

If not submitting a bid, please complete the **Statement of No Bid** and e-mail back to SEtzenho@courts.mo.gov.

By submitting a bid, you offer to enter into the proposed contract and your offer is not revocable for ninety (90) days following the response deadline indicated herein.

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. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

Bidders are invited to be present at the opening of bids. After the official opening of bids, the amount of time necessary for bid evaluation may vary and is determined solely by the senior purchasing agent. Normally a period of not less than one week is necessary. Following the bid evaluation, all bids submitted are available for public review.

Bid evaluation and contract award: In awarding the contract; the bid award will be based on the most responsive and responsible bidder offering the best perceived pricing as deemed by the Circuit Court.

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.

The Circuit Court 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.

The contract award will be made no later than **Monday, September 22, 2025** by means of an Award Letter.

Only awarded contractor will be notified. Bidders may send email to Scott.Etzenhouser@courts.mo.gov any time after Monday, September 22, 2025 to get bid award results.

Tie bid: 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 supplier. The purchasing official and the witnesses shall document and attest to the results. Bidders may be in attendance at the drawing.

Protest of award: Any protest concerning the award of a contract shall be decided by the Director of Court Services 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 IFB 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 will respond the written protest within 14 **days of its receipt**. The Director of Court Services 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 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) or 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 Family Court. Money will be refunded to the submitting bidder 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 in REMARKS below).

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

Note: If you are not submitting a bid, please e-mail to SEtzenho@courts.mo.gov, otherwise disregard and submit the required submittal pages marked "Return Page".

1.0 Scope of service: This document shall constitute a term and supply contract between 16th Judicial Circuit of Missouri, herein referred to as the ("Circuit Court") and the undersigned, herein referred to as the ("Contractor"), collectively referred to as the "parties" to provide and install equipment as requested by the Circuit Court. The contractor will furnish all trained personnel, equipment, parts, tools and test equipment required to complete requested service. The Circuit Court will not be able to provide ladders, lifts, scaffolding or any other needed equipment. **The contractor must have trained service technicians who can answer service calls as early as 7:00 a.m.** Projects will include but not limited to the following listed items:

- 1.1 Existing brands include, but may not be limited to: Audix, QSC, Middle Atlantic, FTR Gold
- 1.2 Test system and ensure system is working properly
- 1.3 Provide training for replacement systems or as needed for updated equipment.
- 1.4 Provide Frequency Mapping as the existing frequency is complicated due to the fact of the number of wireless devices operating in the courthouse. Provide copy of all mapping to Circuit Court.
- 1.5 Provide software as required for operation of system.
- 1.6 Provide complete service and repair of all components of system for duration of warranty. Once any warranty expires vendor to bill any maintenance cost at the proposed contractor price.
- 1.7 Any and all installed equipment must be brand new out of the box and unused previously. If contractor is replacing defective equipment it is the responsibility of the contractor to remove existing equipment and dispose of properly. All new systems must be fully tested.
- 1.8 Contractor to note any missing items and to ensure system works as a whole. Contractor to be responsible for all miscellaneous cabling, fittings or any other items as needed for system installation. All new systems must be fully tested.
- 1.9 If contractor is replacing equipment it is the responsibility of the contractor to remove existing equipment. Painting or patching will not be required by the contractor of areas that equipment is removed.

2.0 Contract term: The contract term will begin on **October 1, 2025** and end on **September 30, 2028** with a possible three (3) one-year renewal periods that allows for price redetermination in the event prevailing market conditions warrant an adjustment in contract pricing during the term of the contract to include any renewal periods. The contractor must provide the Circuit Court with proper documentation and justification of increased costs, which must be approved by Circuit Court.

3.0 Work locations:

- 3.1 Jackson County Courthouse - 415 East 12th Street, Kansas City, Missouri 64106
 - 3.1.1 The Circuit Court is equipped with a loading/unloading dock on the Oak Street side. Contractors may use the dock to load or unload equipment, tools and supplies. After unloading they must park either on the street or public parking areas. When providing services contractor may park for short periods of time at the dock (depending on time of service and availability).
- 3.2 Eastern Jackson County Courthouse - 308 West Kansas Avenue, Independence, Missouri 64050
- 3.3 Criminal Justice Building - 1315 Locust Street, Kansas City, Missouri 64106
- 3.4 Family Justice Center - 625 East 26th Street, Kansas City, Missouri 64108

4.0 Bonds: The awarded contractor will be required to submit a Performance Bond and a Payment Bond, both for one hundred percent (100%) of the total project value amount within ten (10) days business days after receiving notification of any project installation over \$25,000. The bond must be in the form of a bond acceptable to the Purchasing Department of Jackson County, Missouri executed by a surety company authorized to do business in the State of Missouri and listed in the Federal Register. Bonds must be received by the Circuit Court Purchasing Department prior to the commencement of any work on the project.

5.0 Pricing Structure

5.1 Pricing for the contract term of October 1, 2025 through September 30, 2026

Line item	Description	Rate for normal business hours 8 a.m. to 5 p.m. Monday through Friday	Rate for other than normal business hours
1	Hourly Rate for any services	\$ _____	\$ _____
2	Trip Charge	\$ _____	\$ _____
3	New Installation Labor: Must be all inclusive including but not limited to; Implementation, lifts, bonding, insurance, engineering, programming, etc.	\$ _____	\$ _____
4	Percentage Markup above Manufacturer's material cost: Contractor must provide their material invoice to support the charge for the percentage markup		_____ %

5.2 For the contracted years from October 1, 2026 through September 30, 2028 - The contractor may increase the hourly rate at the following percentage increase _____% that would apply to each contracted year. [If however; the union negotiation authorizes a higher wage increase that wouldn't be covered under the percentage increase listed, the contractor may ask the Circuit Court for a higher percentage increase for that particular contracted year]. **The percentage discount off Manufacturer's material cost shall not change during the term of the agreement.**

5.3 For the contracted renewal years from October 1, 2028 through September 30, 2031 - The contractor may increase the hourly rate at the following percentage increase _____% that would apply to each contracted year. [If however; the union negotiation authorizes a higher wage increase that wouldn't be covered under the percentage increase listed, the contractor may ask the Circuit Court for a higher percentage increase for that particular contracted year]. **The percentage discount off Manufacturer's material cost shall not change during the term of the contract to include any or all renewals.**

6.0 Prevailing Wage: This job is classified as Prevailing Wage not less than prevailing hourly rate of wages as set forth in the Annual Wage Order Number 32, Section 048, Building Construction Rates for Jackson County page dated: March 2025 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. A journeyman in respective trades must be the lead personnel when performing services.

6.1 Contractor will forfeit a penalty of one hundred (\$100) dollars per day (or a portion of a day) to the 16th Judicial Circuit Court of Jackson County, Missouri for each worker that is paid less than the prevailing wage rate for any work done under this contract by the contractor or subcontractor (See section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR30-3.010 through 3.060, Code of State Regulations-Prevailing Wage Rules.

6.2 Contractor must strictly adhere to all Prevailing Wage Laws. This includes providing Certified Copies of Payroll and the completion of the Compliance Affidavit before payment will be made by the Circuit Court. Approved forms will be provided by the Purchasing Department upon request.

7.0 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 (41 CFR Chapter 60).

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8.0 Occupational Safety and Health Administration (OSHA): The Contractor and his/her employees, while on the Circuit Court property, shall comply with the Occupational Safety and Health Act of 1970 (OSHA) latest version.

8.1 As of August 28, 2009 pursuant to the Missouri Revised Statutes (Chapter 292) Health and Safety of Employees (Section 292.675, paragraph 2) "Any person signing a contract to work the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.

8.2 The contractor will forfeit a penalty to the Circuit Court in the amount of \$2,500 plus an additional \$100 for each worker employed by the contractor or subcontractor, for each calendar day, or portion thereof, such worker is employed without the required training. (See section 292.675 RSMo)

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

9.1 The Contractor must submit their Memorandum of Understanding from the Federal E-Verify system located at <http://www.uscis.gov/portal/site/uscis> with bid. If the Circuit Court determines that the 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 Circuit Court.

9.2 The Circuit Court reserves the right to approve or disapprove appointment of any of the contractor's employees to provide services required by the contract. The Circuit Court also reserves the right to request replacement of any employee.

9.3 Unless the situation regarding the contractor's employee(s) requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory employee(s).

9.4 Contractor must have trained service technicians who can answer service calls as **early as 7:00 a.m.**

9.5 The contractor and/or the contractor's employees must sign in upon arrival and out prior to leaving the building.

9.6 The contractor's employees shall not loiter in the building nor smoke/vape anywhere in the building.

10.0 Insurance

10.1 The contractor shall understand and agree that the Circuit Court cannot save and hold harmless and/or indemnify the contractor or contractor's employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under this contract.

10.1.1 Therefore, the contractor must acquire and maintain adequate insurance in the form(s) and amount(s) as follows to sufficiently 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 this contract. The insurance coverage shall include general liability and appropriate commercial general liability.

10.1.1.1 Worker's Compensation and Employer's Liability Insurance in accordance with statutory requirements.

10.1.1.2 General/Commercial General Liability Insurance, with the following limits: \$1,000,000 each occurrence; Products – Comp/Op Agg. \$2,000,000; Personal & Adv. Injury \$1,000,000; General Aggregate \$2,000,000

10.1.1.3 Automobile Liability Insurance, with a \$1,000,000 combined single limit per occurrence.

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10.2 The insurance certificate shall name the 16th Judicial Circuit of Missouri as the Certificate Holder with an endorsement modifying the policy to list the 16th Judicial Circuit of Missouri as additional insured for its interest on all policies of insurance, except Worker's Compensation to include the **Contractors Enhancement Endorsement** for commercial general liability and the **Designated Insured** for commercial auto and provide that the Circuit Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage.

10.2.1 The evidence of insurance coverage must be submitted within 15 business days following award of contract. The contract number must be identified on the evidence of insurance coverage. **In the event the insurance coverage is canceled, the Circuit Court must be notified immediately.**

10.2.2 The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

11.0 Billing: The contractor will be responsible to issue an invoice to the Circuit Court for each project or service as follows:

All invoices shall be directed to:
 Jackson County Courthouse
 415 East 12th Street
 Budget Office, 3rd Floor
 Kansas City, Missouri 64106
circuit16ap@courts.mo.gov
 (816) 881-1222

12.0 General conditions and terms of contract:

12.1 Bids are made upon, and are subject to the subsequent listed conditions and any addendums issued. Upon acceptance by the Circuit Court, a contractor's bid response and acceptance by the Circuit Court upon issuance of an award letter shall constitute the contract for providing the **Audio Video Systems** as described in this bid in strict conformity with the contract instrument, thus eliminating the need for a formal signed contract.

12.1.1 In the event that Circuit Court only receives a single bid to its solicitation, then the Circuit Court reserves the right to turn the single received bid into a negotiated procurement.

12.2 Any interpretations, corrections or changes to the specifications or terms will be made by an addendum no later than forty-eight (48) hours prior to the bid opening. Addendum(s) will be distributed to all known recipients of bid documents. Contractor shall acknowledge receipt of all addendum(s) with submission of bid.

12.3 The term and supply contract will be awarded to the most responsible, responsive supplier whose bid, conforming to the solicitation, will be most advantageous to the Circuit Court with regards to lowest and best bid. The Circuit Court reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Circuit Court reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Circuit Court.

12.4 The contractor shall defend, indemnify and save harmless the Circuit Court and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or sub-supplier in the execution of, or performance under, any contract which may result from bid award. The contractor shall pay any judgment with cost which may be obtained against the Circuit Court growing out of such injury or damages.

12.4.1 The contractor agrees to defend, indemnity, and hold the Circuit Court and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the contractor, or any agent, servant, or employee of the contractor in the execution of the performance of this agreement, without regard to whether such persons are under the direction of the Circuit Court's agents or employees.

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12.5 Once a contract is awarded, the prices shall remain firm and fixed during each contracted year, unless market conditions warrant an increase in pricing as defined in **Section 5.0 Pricing Structure**.

12.5.1 The Circuit Court reserves the right to automatically extend this contract for a period not to exceed 90 calendar days past the original contract expiration date or subsequent renewal periods utilizing the current pricing, in order to provide the courts with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. By affixing its authorized signature, the supplier hereby acknowledges and agrees to these rights.

12.6 A purchase order shall be generated and issued by the Court's Purchasing Department to the contractor for each service being provided.

12.6.1 The purchase order number must appear on all itemized invoices and packing slips. The Circuit Court shall not be held responsible for any orders placed and/or performed without a valid current purchase order number.

12.6.1.1 No financial obligation shall accrue against the Circuit Court until such time as delivery is made by your company pursuant to the Circuit Court purchase order provided to your company.

12.6.2 Payment will be made for all orders rendered and accepted by the Circuit Court for which a valid invoice has been received.

12.7 Questions regarding any issues with this contract shall be made to the designated purchasing agent at Court.Purchasing@courts.mo.gov.

12.8 In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.9 No public official shall have interest in this contract, in accordance with Missouri local government code.

12.9.1 No premiums, rebates, or gratuities shall be given to any employee of the Circuit Court as a result of an awarded contract. Furthermore, the supplier shall not knowingly employ, during the term of this contract and/or any renewal periods any Circuit Court employee who has participated in the making of this contract until at least two years following their termination of employment with the Circuit Court.

12.10 Circuit Court is operated and funded on a **January 1 to December 31**. Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. Notwithstanding the foregoing, the Circuit Court shall pay the contractor for all services rendered up to the effective date of termination.

12.10.1 The contractor may terminate this agreement with 30 days written notice with the showing of good cause for any undue hardship in satisfactorily being able to fulfill the term of the contract and with final approval from senior purchasing agent.

12.11 The Circuit Court reserves the right to terminate this agreement with 30 days written notice for any reason deemed acceptable to the Circuit Court. Upon delivery of such notice by the Circuit Court to the contractor, the contractor shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the supplier shall submit an invoice to the Circuit Court for payment of that portion of the agreement successfully performed.

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12.11.1 If this contract is terminated, the Circuit Court, in addition to any other rights provided for in this contract, may require the contractor to transfer title and deliver to the Circuit Court in the manner and to the extent directed, any completed materials. The Circuit Court shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

12.12 In the event of termination, the supplier shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by the Circuit Court subject to any offset by the Circuit Court for actual damages including loss of state matching funds.

12.13 The rights and remedies of the Circuit Court provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

12.14 **Cancellation:** Failure to perform any or all of the terms, promises and/or conditions of the contract, including the scope of work, may be deemed a substantial breach thereof. Default may be for any of the following:

12.14.1 In the opinion of the Circuit Court, the contractor fails to perform adequately the services required in the contract;

12.14.2 In the opinion of the Circuit Court, the contractor attempts to impose on the Circuit Court services that are not specified in the contract, or workmanship which is of an unacceptable quality;

12.14.3 In the opinion of Circuit Court, the contractor fails to make progress in the performance of the requirements of the contract and/or gives the Circuit Court a positive indication that the contractor will not or cannot perform to the requirements of the contract.

12.14.4 The Circuit Court shall give the contractor written notice of default. After receipt of such notice, the contractor shall have 10 days in which to cure such failure.

12.14.5 In the event the contractor does not cure such failure, the Circuit Court may terminate the contractual agreement resulting from this IFB without further consideration by so notifying the contractor in writing. The Circuit Court may also terminate contract with 30 days written notice for any reason deemed in the best interest of the court.

12.14.6 The Circuit Court reserves the right to terminate the contract at any time, for the convenience of the Circuit Court, without penalty or recourse, by giving written notice to the contractor at least 14 calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Circuit Court pursuant to the contract prior to the effective date of termination.

12.15 **Uniform Commercial Code:** The contractor and the Circuit Court agree that all parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

12.16 **Venue:** The parties agree that this contract shall be construed in accordance with the laws of the state of Missouri without regard to Missouri's choice of law rules and that Missouri shall be the forum state for all legal proceedings arising out of this agreement. This agreement is performable in the county of Jackson, state of Missouri.

12.17 The contractor shall not sell, assign, transfer or convey, or subcontract this contract, in whole or in part, without the prior written consent of the Circuit Court.

12.18 The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

12.19 **Confidentiality:** The contractor acknowledges that information disclosed to them concerning the Circuit Court operations or business during the performance of the contract that is confidential and/or proprietary to the Circuit Court, shall not be disclosed to third parties without the Circuit Court's prior written consent.

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12.19.1 The contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in their records or obtained by the Court or from others in carrying out their functions under the contract shall be used or disclosed by them. Circuit Court reserves the right to review such procedures to ensure acceptability. Persons requesting such information shall be referred to Circuit Court.

12.19.2 All proprietary information and all copies thereof shall be returned to Circuit Court upon completion of the work for which it was obtained or developed

12.20 **Force Majeure:** The contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the supplier. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the supplier's employees, and freight embargoes.

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

12.22 **Contractor's Employees on Site:** It is the contractor's responsibility to supervise their employees on the job site.

12.22.1 On site workers must speak English or have an interpreter on site at all times.

12.22.2 All work shall be performed and all complaints handled with due regard to the Court public relations. The contractor shall utilize competent employees in performing the work. At the request of the Court, the contractor shall replace any incompetent, unfaithful, offensive, abusive or disorderly person in his or her employ. The Court and the contractor shall each be promptly notified by the other of any complaints received.

12.23 **Secure Facility:** The Circuit Court facilities are secure facilities and the contractor must take security measures at all times, especially when pertaining to tools. If any tools, equipment or materials become missing, report to the appointed the Circuit Court representative immediately.

12.23.1 Contractor shall make prior arrangements with Court Purchasing for access to the building for performance of the service.

12.23.2 Contractor shall provide and update the list of all contractor personnel at the job site. The contractor shall comply with all security measures required by the Circuit Court.

12.24 **Waiver of Subrogation:** The Circuit Court will not be liable for any damages to the contractor's equipment, supplies and materials caused by casualty, and it being understood that the contractor shall look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation right against the 16th Judicial Circuit of Missouri or Jackson County, Missouri.

12.25 **Anti-Discrimination Against Israel Act:** A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

12.26 **Account Representative** - The contractor should have an account representative assigned to the court for any issues that may arise during the contract term or subsequent renewal periods.

Company name

Print name

Authorized signature

Date

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13.0 Contractor information: Completion in full is required!

Company name: _____

Physical address: _____

City: _____ State: _____ Zip code: _____

Payment address: _____

City: _____ State: _____ Zip code: _____

Company phone number: _____ Fax number: _____

Check One: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability Corporation

General information: Number of permanent employees _____ Number of years in business _____

Percentage of work to be done under proposed contract by company employees _____%

Geographical limits of business operation _____

Has company ever done business under a different name: Yes No (Circle one)

If yes, give name and location _____

Has company ever withdrawn or defaulted on a contractual obligation: Yes No (Circle one)

If yes, state where and why _____

Has company ever been sued for breach of any contract? Yes No (Circle one)

If yes, state where and why _____

Company name

Print name

Authorized signature

Date

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References (state name, address, contact and phone number):

1). _____

2). _____

3). _____

4). _____

Disadvantaged Business Enterprise (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

14.0 Affidavit

I, the undersigned, in and for the City of _____, County of _____, State of _____ being duly sworn on her or his oath, deposes and says;

1. That I am the _____ (Title of affiant) of _____ (Name of contractor) and have been authorized by said contractor to make this affidavit on its behalf;
2. That no officer, agent or employee of the Circuit Court is financially interested, directly or indirectly in what the Supplier is offering to sell to the Circuit Court pursuant to this Invitation For Bid.
3. That if contractor were awarded any contract from the Circuit Court, no officer, agent or employee of the Circuit Court would be pecuniarily interested in or receive any benefit from the profit or emoluments of such;
4. That contractor 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 Invitation For Bid.
5. Contractor certifies and warrants that contractor or contractor's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
6. Contractor certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
7. Contractor certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. It is our understanding that any informational materials and files reviewed which has been provided on a need-to-know basis in the performance of this contract shall be privileged and held confidential. It is agreed that information shall not be shared or discussed with any persons outside the Circuit Court without the express written consent of the Circuit Court. In the event there is reason to believe that the confidentiality of this information has been breached, the Court Administrator shall be notified immediately.

_____ (Name of contractor)

By: _____ (Signature of affiant)

_____ (Title of affiant)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the county of _____

state of _____

(Seal)

My commission expires: _____

Company name

Print name

Authorized signature

Date

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15.0 Offer to contract

We hereby offer and agree to provide the **Audio Video Systems** in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid; including, but not limited to, all required certificates are hereby fully incorporated herein as a material and necessary part of the contract.

We further acknowledge that the term of the contract will begin on **October 1, 2025** and end on **September 30, 2028** and will henceforth be referred to as Bid Contract Number 10009525-25-28. We further understand that a possible renewal period of up to three (3) one-year terms could exist with approval from the court. It is understood that the court could elect to utilize one or all three renewal periods at their discretion. All terms, conditions, specifications, and amendments shall apply to any and all renewal periods, referencing section 5.0 for pricing.

The Circuit Court shall reserve the right to automatically extend this contract for a period not to exceed 90 calendar days past original or renewal contract expiration date, utilizing the then current pricing, in order to provide the court with continual service while a new contract is being solicited, evaluated and/or awarded. By affixing our authorized signature to this **Offer to contract**, we the contractor hereby acknowledge and agree to these rights.

Local Government Use (Cooperative Procurement): ☐ I agree ☐ I decline ~ to sell under the same prices, discounts and terms of this contract to any Municipal, County, Public Utility, Hospital, or Educational Institution that are located within the greater Kansas City Metropolitan Trade Area. Possible negotiations could occur to clarify any additional terms and/or conditions needed by any participating entities or parties to this contract. (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any entity or party to utilize this contract). The Circuit Court assumes no authority, liability or obligation, on behalf of any other public or no-public entity that may use any contract resulting from this bid. All purchases and payment transaction will be made directly between the contractor and the requesting entity.

This response does not affect the award.

Account Representative: Print name _____

E-mail address

Phone number

Fax number

Name of contact person to place service calls: Print Name

E-Mail Address

Phone Number

Fax Number

I the undersigned hereby state, under penalty of perjury, that all information provided is true, accurate, and complete, and states that I have the authority to submit this bid, which upon acceptance by the court by means of the issuance of a bid contract award letter shall constitute a contract for the selling and delivery of the **Audio Video Systems** described herein, thus eliminating the need for a formal signed contract between the parties.

Company name

Print name

Authorized signature

Date _____

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**Certification of compliance
Anti-discrimination against Israel act
For all agreements in excess of \$100,000.00**

Now comes in the city of _____, county of _____,
state of _____, personally appeared _____ (*Name of person*)
who is _____ (*Title of person*) of _____ (*Name of Company*),
(a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this
certification, and being duly sworn upon oath deposes and to the best of their knowledge says that:

- 1) Our company, is not currently engaged in and shall not, for the duration of any awarded contract, engage in
a boycott of goods or services from the State of Israel.
- 2) Our company, is not currently engaged in and shall not, for the duration of any awarded contract, engage in
a boycott of companies doing business in or with Israel or authorized by, licensed by, or organized under the
laws of the State of Israel.
- 3) Our company, is not currently engaged in and shall not, for the duration of any awarded contract, engage in
a boycott of any persons or entities doing business in the State of Israel.

This above section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or
to contractors with fewer than ten employees.

The terms used in this certification shall have the meaning set forth in Chapter 34 Section 34.600 RSMo., et seq.

(Name of Person)

By: _____ (Signature of Person)

(Title of Person)

Subscribed and sworn to before me this _____ day of _____, _____ .

NOTARY PUBLIC in and for the County of _____

State of _____

(SEAL)

My commission expires: _____

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