



16<sup>th</sup> Judicial Circuit of Missouri  
Family Court Division  
Purchasing Department  
625 E. 26<sup>TH</sup> Street  
Kansas City, Missouri 64108

Invitation for Bid

### Family Court Kitchen Dock Repair

Bid number: 10013408

Issue date: Wednesday, March 25, 2026

Pre-bid site visit: Thursday, April 2, 2026

Time: 9:30 a.m. CDT

Bid closes: Friday, April 24, 2026

Time: 10 a.m. CDT

Senior Purchasing Agent: Neil Struchtemeyer, CPPB

Phone number: (816) 435-4780

**Intention:** The Purchasing Department of the Jackson County Family Court (known as the “Family Court”) is now accepting bids from qualified contractors to provide **repair of the kitchen dock** at the Family justice Center per the Scope of Work [**marked as pages 4 & 5**], Pre-bid Site Visit and pursuant to the latest ASTM, ASME, and/or other applicable standards. This document constitutes an invitation for competitive bids per requirements and/or terms and conditions set forth in this solicitation and upon award will become known as Project Contract Number 10013408.

Pre-bid Site Visit Location: Family Justice Center  
625 East 26th Street  
Kansas City, Missouri 64108  
Meet at 9:30 AM-CDT - Back of the building, off 27<sup>th</sup> Street

Time and Date: **9:30 A.M. CST on Thursday, April 2, 2026** This pre-bid site visit is **recommended**, as another time will not be available. Failure to attend may render the bidder as being non-responsive and ineligible for contract award.

**Questions:** Questions shall be asked and answered at the Pre-bid Site Visit for a more precise clarification of the Family Court’s needs. An addendum, if needed, will then be sent out to all that attended the Pre-bid Site Visit.

**Instructions to Bidders:** If submitting a bid, complete and submit all pages marked **Return Page**; pages **1 thru 14** prior to **10 a.m. CST on/or before Friday, April 24, 2026.** **If not submitting a bid, see the Statement of No Bid page.**

Bids will be accepted at the below Address until date and time specified herein, and will be reviewed and tabulated by the Senior Purchasing Agent at **10:01 a.m.** local time (Central). Bids received after the deadline designated shall not be considered.



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“Guiding Families to a Brighter Tomorrow.”

Submit by mail or messenger to the following address:

Jackson County Family Court  
Purchasing Department  
625 E. 26th Street  
Kansas City, Missouri 64108

**Telephone or e-mailed bids will not be accepted!** By submitting a bid, you offer to enter into the proposed contract and your offer is not revocable for 90 calendar days following the response deadline indicated herein.

All bids submitted in response to this invitation for bid shall become the property of the Family 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".

Contractor's standard general terms and conditions will not be allowed with this solicitation.

**Bid evaluation and contract award:** The contract will be awarded to the most responsible, responsive bidder whose bid, conforming to the solicitation; will be most advantageous to the Family Court with regards to the court's perceived lowest price.

The contract award will be made no later than **Friday, May 8, 2026** by means of an e-mailed purchase order. After receipt of purchase order, contractor shall provide the certificate of insurance with endorsement rider and E-Verify documentation to assigned purchasing agent.

The senior purchasing agent will only notify the awarded contractor. All bidders may e-mail the purchasing agent at [Neil.Struchtemeyer@courts.mo.gov](mailto:Neil.Struchtemeyer@courts.mo.gov) any time after Friday, May 8, 2026 to get bid results.

**Responsible bidder:** A bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

**Responsive bidder:** A bidder who has submitted a bid which conforms in all material respects to the requirements stated in the Invitation for Bid (IFB).

**Family Court's right to inspect:** The bidder shall currently have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The Family Court reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

**General Conditions:** Bids are made upon, and are subject to the following conditions. Upon acceptance by the Family Court Division, the signed bid and the purchase order issued thereon shall constitute a contract for furnishing the items described in the bid in strict Conformity with the contract instrument.

The Family Court Division reserves the right to reject all or part of bids, to waive technical defects in bids, and to select the bid deemed most advantageous to the Family Court. **No guarantee is implied that the Family Court will award a contract and subsequent purchase order for this project.**

Unless otherwise required by the terms of the IFB, all goods to be furnished shall be the best of their kind.

The Family Court Division will not be responsible for articles or services furnished without a Purchase Order. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Family Court Division is upon the Contractor.



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In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Family Court Division, it will be the policy of the Family Court to encourage the purchase of products manufactured or assembled or produced in the United States, provided, however this policy shall not apply to purchases or leases or contracts for public works for amounts under \$25,000.00.

Do not include taxes in prices quoted. The Circuit Court of Jackson County Missouri / Family Court are exempt from Federal transportation and state sales tax Sec. 39(10), Article 3 of Missouri Constitution of July 1,1946.

Federal Tax Exemption No. 43-91-0217-K | Federal Employer I.D. No. 43-1593523 | MO Tax Exemption No. 12495671

Single received bid: In the event that the Family Court only receives a single bid to its solicitation and that said bid comes in over our budget, then the Family Court reserves the right to turn the single received bid into a negotiated procurement.

Billing: The contractor **shall** submit invoice(s) after work has been completed and accepted by the Family Court to the following address and must reference the purchase order number.

Jackson County Family Court  
Accounting Department  
625 E. 26<sup>th</sup> Street  
Kansas City, Missouri 64108

As alternative to mailing invoice, the contractor may submit the invoice to the following email address: [accountspayable@courts.mo.gov](mailto:accountspayable@courts.mo.gov)

Payment(s) will be made within 30 business days (Not calendar days) after approval of invoice(s).

End of Section



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## 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).

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Note: If you are not submitting a bid, please complete this form and e-mail to [Neil.Struchtemeyer@courts.mo.gov](mailto:Neil.Struchtemeyer@courts.mo.gov), otherwise disregard and submit the required submittal pages marked as **Return Page**.



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**Insurance:** The awarded contractor shall be required to purchase and maintain during the life of the contract Worker's Compensation Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance with limits of not less than those set forth below:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Missouri
2. Employer's Liability	
A. Each Accident	\$500,000.00
B. Disease-Each Employee	\$500,000.00
C. Disease-Policy Limit	\$500,000.00
3. Commercial General Liability	
A. Each Occurrence	\$500,000.00
B. Products/Completed Operations	\$1,000,000.00
C. Personal and Advertising Injury	\$500,000.00
D. General Aggregate	\$1,000,000.00
4. Business Automobile Liability	\$1,000,000.00

The awarded contractor shall provide the Family Court with a Certificate of Insurance within 21 calendar days after award is made. The Certificate of Insurance must be received before the work can commence in connection with the contract, evidencing the coverage's above.

The insurance certificate shall name the Jackson County Family Court as the Certificate Holder with an Endorsement Rider modifying the policy that adds the Family Court as additional insured for its interest on all policies of insurance, except Worker's Compensation and provide that the Family Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage. **This rider must be included with the Certificate of Insurance.**

**Waiver of subrogation:** The Family Court shall not be liable for any damages to the contractor's equipment, supplies and materials caused by casualty occurrence, 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 Family Court, the 16th Judicial Circuit Missouri or Jackson County, Missouri.

**Environmental protection:** The contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

The contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR part 15). This shall include mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**Certificate of authority:** All foreign corporations transacting business in the state of Missouri must have obtained a "Certificate of Authority" form - Corp - 42 from the Missouri Secretary of State. Every foreign corporation now doing business in or which may hereafter do business in the state of Missouri without a certificate of authority shall be subject to a fine of not less than \$1,000 (Sections 351.572 and 351.574, RSMo).

**Prevailing wage:** Since the Family Court's estimated budget for this project is less than \$75,000.00, Prevailing Wage does not apply. If, however, the project comes in over \$75,000.00, then only the amount above the \$75,000.00 threshold shall be defined as Prevailing Wage.

**Equal Employment Opportunity clause:** The awarded contractor shall comply 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).

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In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

The contractor's attention is directed to all federal, state and local laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. Bias of any kind will not be tolerated under any awarded contract.

**Occupational Safety and Health Administration:** The contractor or subcontractor and their employees, while on the Family Court property, shall comply with the Occupational Safety and Health Act of 1970 (OSHA), latest version.

The Construction Safety Training Act, Section 292.675, RSMo requires all contractors and subcontractors who enter into contracts with public bodies for construction of public works to train their on-site employees regarding potential hazards they may encounter. The training may be accomplished by providing a standard OSHA 10-hour program (taught by an OSHA-approved instructor) or a similar program approved by the Division of Labor Standards.

The contractor and/or subcontractor upon request shall provide to the Family Court Purchasing Department a copy of the OSHA 10 Hour Construction Safety Training Card for each on-site employee assigned to this contracted project.

The contractor will forfeit a penalty to the 16<sup>th</sup> Judicial Circuit Missouri - Family Court Division in the amount of \$2,500 plus an additional \$100.00 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).

**Nondiscrimination and workplace safety:** The contractor shall agree to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

**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.

**Transient employer:** Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

**E-Verify:** Formerly the Basic Pilot/Employment Eligibility Verification Program is an online system operated jointly by the Department of Homeland Security and the Social Security Administration (SSA). In compliance with Missouri HB 1549, effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

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As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (i.e., Family Court) to a business entity, the business entity (Contractor) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

Therefore; if bid amount is greater than \$5,000.00, the contractor must complete and return the **Affidavit of Compliance with Section 285.530 RSMo**; page **14**. Upon contract award the contractor **must** enroll in the E-Verify program and provide the **E-Verify Memorandum of Understanding** that was completed when the contractor enrolled in the E-Verify program to the Purchasing Department. Enrollment in E-Verify is completed online at: <https://e-verify.uscis.gov/enroll/>

**Federal, State and Local Taxes Contractor:** The Jackson County Family Court makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the contractor.

**Applicable Laws:** The contractor shall follow all applicable State of Missouri laws and regulations necessary to perform services pertaining to this Invitation for Bid (IFB).

(A) All contractors doing business in the State of Missouri and working on behalf of the Jackson County Family Court **must** ensure that all current employees of the contractor working for Family 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.

(B) If Family 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 Family Court may lawfully cancel the contract and suspend or debar the contractor from doing business with the Jackson County Family Court.

**Permits: If applicable,** the contractor is responsible for obtaining all the necessary licenses and permits required by law in order to accomplish the work. Satisfactory evidence that all licenses and permits have been issued must be submitted to the Facilities Services Department of the Jackson County Family Court, 625 E. 26<sup>th</sup> Street, Kansas City, Missouri 64108, prior to starting work.

The contractor must provide all protective structures, barriers, or other means of protection necessary to assure the public safety and to fulfill all requirements by governmental authorities.

**Contractor work performance under this contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

**Independent contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. The contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

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**Staff qualifications:** The contractor shall warrant that all persons assigned to the performance of this contract shall be employees of the contractor (or specified subcontractor) and shall be fully qualified to perform the work required. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract. Failure of the contractor to provide qualified staffing at the level required by the bid specifications may result in termination of this contract and/or damages.

**Background:** The existing concrete kitchen dock located on the south side of the Jackson County Family Court Detention center, along and adjacent to 27th Street was constructed in 1971, and by observation concerns have warranted repairing this area by removing all loose debris, flatten the area, and installation of concrete flooring.

**Scope of work:** The contractor shall include all costs associated with the mobilization of their labor, materials, tools and equipment to the jobsite. This shall include all project management, travel expenses, ancillary expenses, and disposal of all debris off-site as required to complete the scope of work as described herein.

Work to be done during the hours of 7 a.m. to 4 p.m., Monday through Friday, with scheduling approved through the Family Court Facilities Manager, Stephan Shephard.

All work to be done in a professional workman like manner. The contractor's standard general terms and conditions will not be authorized with this solicitation.



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The project consists of repairing and/or replacing a portion of the existing concrete kitchen dock where the concrete surface, protective edge material (steel curb angle) and delivery rubber dock bumpers have significantly deteriorated.

The contractor shall provide a comprehensive assessment of the damaged area. Professional surface repair, restoration, and maintenance specialists should inspect the site to identify the root cause of the problem, such as structural weaknesses, wear from heavy traffic, or moisture issues. Damage such as:

1. Loose or worn dock bumpers,
2. Concrete spall around dock curb angle,
3. Crumbling dock concrete surface sidewalls,
4. Broken, uneven concrete surfaces,
5. Spall, cracks and holes in dock surface floors,
6. Cracked and spalled expansion joints from skid traffic and impacts, and
7. Factors at the dock loading area that are eating away at the concrete surface.

Based on the severity of the damage like spalling or pitting, contractor shall determine if overlays can be utilized to rebuild the dock surface.

**Pricing:** The contractor shall remove existing yellow steel curb angle and rubber dock bumpers and properly dispose of off-site. The contractor shall provide all needed concrete repairs to dock and shall furnish and install one (1) approximately 22.5-foot by 3-inch by 4-inch by 3/8-inch thick angle steel to be powder-coated OSHA yellow.

The contractor shall furnish and install eight (8) rubber dock bumpers per manufacturer’s instructions. All bumpers must be 5" thick (projection from dock wall), and closed with two approximately 3-inch by 3-inch by 1/4-inch structural angles under approximately 1,500 lbs. of pressure with the angles being welded to 3/4-inch rods at one end and closed with threaded rod and nut at the other end. The anchor leg of angle extends a minimum of 3" beyond the rubber surface at either end and contains two or three 13/16" anchor bolt holes as required. The finish for exposed metal parts shall be Black, or hot dipped galvanized. Rubber bumper to hold dimensions of 5-inch by 10-inch by 22-inch (LWH).

Total cost of project shall not exceed \$ \_\_\_\_\_

Project schedule start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

Project contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Conflict of interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the Jackson County Family Court and who are providing services involving this contract or services similar in nature to the scope of this contract to the Jackson County Family Court. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Jackson County Family Court employee who has participated in the making of this contract until at least two years after his/her termination of employment with the Jackson County Family Court.

**Work schedule:** A Purchase Order shall be issued by the Purchasing Department and all work, unless otherwise specified or agreed to in advance and coordinated with the Facility Services Manager is to be performed between the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and must be completed in a timely manner.

**Change order to contract:** Any Change Order must be authorized by either the Senior Purchasing Agent, Project Manager, or Facility Services Manager prior to commencing any additional work not authorized in the Bid or original Purchase Order. Work performed without this authorization shall be at the Contractor’s sole risk and expense.

**Contract start and completion date:** The contractor will provide a work force of sufficient size to ensure that all work to be performed under this contract **shall be** completed no later than **Friday, October 30** unless agreed upon by the Family Court.

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If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Family Court, then the Contractor does hereby agree, as part of the Contract Agreement, to pay the Family Court the sum of One Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the stipulated completion date or any proper extension thereof granted by the Family Court for completing the work, not as a penalty but as liquidated damages for breach of contract as herein set forth.

**Secure facility:** Family 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 shift supervisor immediately. Do not obstruct streets, walks, or stairwells or use facilities without permission from the facility representative.

**Client safety:** The well-being of the clients/employees of the occupants is paramount. Extreme caution and special care shall be taken in order to protect the clients/employees from unforeseen and unfamiliar danger. Construction activities shall not interfere with the normal Owner operation, except as otherwise arranged with and approved by the owner.

The contractor shall take all necessary precautions for the safety of the Court's and Contractor's employees at and on the worksite and shall erect and properly maintain at all times all necessary safeguards for the protection of the Public, Employees and Workman. The Contractor shall post signs warning against hazards in/and around the work site. Only authorized employees are allowed on the work sites. Please do not bring family members or friends to the work site, even on the weekend.

**Damage control:** The contractor, at their expense, shall repair all damages to pavement, ground and buildings caused by assigned workers on job site. The contractor shall repair all damaged grassed areas only with seed. Damaged shrubbery and flowers shall be replaced with shrubbery of equal size and shape, and shall be guaranteed survivable for one (1) year.

**Clean-up:** The contractor(s) shall at all times keep the property free from rubbish and debris. It is the responsibility of the contractor to legally and properly dispose of all debris.

**Acceptance:** No contract provision or use of items by the Jackson County Family Court shall constitute acceptance or relieve the contractor of liability in respect to any expressed or implied warranties.

**Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved.

Workmanship shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective lines of work shall execute all work.

**Contractor's performance:** If, in the opinion of the Manager of Facilities Services; performance becomes unsatisfactory, the Family Court shall notify the Contractor. The Contractor will have two (2) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the times specified above, the Family Court shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover expense from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement by default and/or removal from bidder's list.

**Warranty:** The contractor warrants that said goods furnished hereunder will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design and are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

All materials furnished and installed under this contract shall be unconditionally guaranteed for the specified Manufacturer's warranty and a minimum one (1) year standard warranty from the contractor for workmanship, from the date of acceptance by the Family Court against any and all defects in materials, workmanship and installation.

**Third party beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

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**Termination for cause:** The assigned Purchasing Agent may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- 1) The contractor fails to make delivery of goods or services as specified in this contract.
- 2) The contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The assigned Purchasing Agent shall provide the contractor with written notice of the conditions endangering performance.

If the contractor fails to remedy the conditions within ten (10) days from the receipt of the notice or such longer period as the Family Court may authorize in writing, the assigned purchasing agent shall issue the contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of notice.

**Termination for convenience:** The assigned Purchasing Agent may terminate performance of work under this contract in whole or in part whenever, for any reason, the assigned purchasing agent shall determine that the termination is in the best interest of the Jackson County Family Court. If the contractor files for or goes into bankruptcy proceedings, any awarded contractor shall become immediately null and void.

In the event that the assigned purchasing agent elects to terminate this contract pursuant to this provision, they shall provide the contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The contractor shall continue to perform any part of the work that may not have been terminated by the notice.

**Rights and remedies:** If this contract were to terminate, the Jackson County Family Court, in addition to any other rights provided for in this contract, may require the contractor to transfer title and deliver to the Jackson County Family Court in the manner and to the extent directed, any completed materials. The Jackson County Family Court shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by Jackson County Family Court subject to any offset by Jackson County Family Court for actual damages including loss of state matching funds.

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

**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 contractor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the contractor's employees, and freight embargoes.

**Indemnification:** The contractor shall bear all loss, expenses (including reasonable attorney fees), and damage in connection with, and shall indemnify and hold harmless Family Court Services, the Sixteenth Judicial Circuit of Missouri, Jackson County, Missouri, and the State of Missouri from all claims, demands and judgments made or recovered against Family Court Services, the Sixteenth Judicial Circuit of Missouri, Jackson County, Missouri, and the State of Missouri, and their officers, employees and agents, arising out of, incidental to, or in connection with, the contractor's work under this contract. The contractor's agreement to indemnify and hold harmless the parties referenced in this paragraph shall apply to any act of omission or commission by the contractor, its employees, and its agents, including negligence. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the Sixteenth Judicial Circuit of Missouri, the Family Court Division, Family Court Services, and the State of Missouri.

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Further, the contractor shall fully indemnify, defend, and hold harmless the Family Court from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Family Court's misuse or modification or the contractor's products or Family Court's operation or use of the contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the contractor's opinion is likely to become the subject of such a suit, the contractor may at its sole expense procure for the Family Court the right to continue using the product or to modify it to become non-infringing. If the contractor is not reasonably able to modify or otherwise secure the Family Court the right to continue using the product, the contractor shall remove the product and refund the Family Court the amounts paid in excess of a reasonable rental for past use. The Family Court shall not be liable for any royalties.

The contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Family Court giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the contractor's sole expense, and (3) assistance in defending the action at the contractor's sole expense. The contractor shall not be liable for any cost, expense, or compromise incurred or made by the Family Court in any legal action without the contractor's prior written consent, which shall not be unreasonably withheld.

**Reviews and hearings:** The contractor shall agree to advise the assigned purchasing agent of all complaints of recipients made known to the contractor and refer all appeals or fair hearing requests to the assigned purchasing agent. The Jackson County Family Court has the discretion to require the contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

**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 Jackson County Family Court shall not constitute a waiver.

**Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

**Injunctions:** Should Jackson County Family Court be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the Jackson County Family Court, the contractor shall not be entitled to make or assert claim for damage by reason of said delay.

**Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Antitrust:** If the contractor elects not to proceed, the contractor assigns to the Jackson County Family Court all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Missouri relating to the particular products or services purchased or acquired by the Jackson County Family Court pursuant to this contract.

**Care of Jackson County Family Court property:** The contractor shall be responsible for the proper care and custody of any Jackson County Family Court-owned personal tangible property and real property furnished for the contractor's use in connection with the performance of this contract, and the contractor will reimburse Jackson County Family Court for such property's loss or damage caused by the contractor, normal wear and tear excepted.

\_\_\_\_\_  
Company name | Authorized signature | Print name | Date

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**Confidentiality:** The contractor may have access to private or confidential data maintained by the Jackson County Family Court to the extent necessary to carry out its responsibilities under this contract. The contractor must comply with all the requirements of the Missouri Open Records Act in providing services under this contract. The contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. The contractor must agree to return any or all data furnished by the Jackson County Family Court promptly at the request of the Jackson County Family Court in whatever forms it is maintained by the contractor. On the termination or expiration of this contract, the contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by Jackson County Family Court, will destroy or render it unreadable.

**Mechanics' lien:** By the great weight of authority, a public building, lot or other public property owned by a traditional governmental body such as a state, county, city or school district and devoted to public use is not subject to a mechanics' lien. Missouri courts have specifically so ruled. See, e.g., *Security Bank v. Dent County*, 345 Mo. 1050, 137 S.W.2d 960, 963 (1940); *Union Reddi-Mix Co. v. Specialty Concrete Contractor*, 476 S.W.2d 160, 162 (Mo.App.1972). Therefore, the contractor shall be solely responsible for ensuring payment of all labor and materials associated with the fulfillment of this contract.

**Final inspection and approval:** The contractor will request the Family Court Facilities Services Manager, Stephen Shephard (816) 435-4847 to conduct a site inspection after the project is complete. The Facilities Services Manager should prepare a "Punch-list" during the inspection and shall forward a copy of the said "Punch-list" to the contractor. After any corrective actions have been accomplished, the contractor shall request a final inspection with the Facilities Services Manager. Final project approval is contingent upon the Facilities Services Manager's final inspection and written approval.

**Payment clause:** The contractor, upon completion of work, shall be responsible for providing invoice(s) to the Accounting Department for approval of payment. Payment(s) will be made within 30 days after approval of invoice(s) is completed. Since this process can be time consuming, no late payment fees shall apply. **Note: Progress payments may not be authorized.** The subcontractor shall bill the General Contractor for any work performed under the contract.

Jackson County Family Court  
Accounting Department  
625 E. 26th Street  
Kansas City, Missouri 64108

**Final invoice:** The final invoice must be submitted no later than forty-five (45) days after the completion date; provided, however, that when the completion date corresponds with the end of the Court's fiscal year (December 31), the final invoice must be submitted no later than 30 days after the completion date and have the original order date listed. Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Court, in its sole judgment and discretion, upon a showing of good cause that prevents the timely submittal of the final invoice. The contractor must request approval for delayed submittal of the final invoice not later than 10 days prior to the due date and state the basis for the delay.

**Assignment:** The contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the Jackson County Family Court.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the contractor without the prior written consent of the Jackson County Family Court.

**Records retention and audit:** All governmental contracts and agreements are required to be maintained for a period of three (3) years after the final payment and expiration of the contract or agreement. Therefore, the contractor shall be required to retain all records relating to the resulting contracts for the same period of time after final payment and expiration of this contract. The Family Court reserves the right to audit the contractor's records throughout the term of the contract and records retention period with advanced notice.

\_\_\_\_\_  
Company name | Authorized signature | Print name | Date

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**Contractor information: Completion in full is required!**

Company Name: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Payment Address: \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_ City / State / Zip Code: \_\_\_\_\_

Company Phone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_

Check One:  Corporation  Partnership  Sole Proprietorship  Limited Liability Company

If **Corporation**: Date of Incorporation: \_\_\_\_\_ Approx. Annual Revenue: \_\_\_\_\_

\_\_\_\_\_  
President's Name (print)

\_\_\_\_\_  
Vice-President's Name (print)

\_\_\_\_\_  
Secretary's Name (print)

\_\_\_\_\_  
Treasurer's Name (print)

Name of State(s) in which incorporated: \_\_\_\_\_

If **Partnership**: Is the partnership:  General  Limited  Association (Check one)

Date of Organization: \_\_\_\_\_

Name and phone numbers of all partners:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

If **Sole Proprietorship**, state name, address and phone number of owner(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**General Information:** Number of permanent employees \_\_\_\_\_ Number of years in business \_\_\_\_\_

Percentage of work to be done under proposed contract by your own employees \_\_\_\_\_

Geographical Limits of Operation: \_\_\_\_\_

Has contractor ever done business under a different name: (Check one)  Yes  No

If **yes**, give name and location: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company name | Authorized signature | Print name | Date

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Has contractor ever withdrawn or defaulted on a contractual obligation: (Check one) \_\_\_ Yes \_\_\_ No

If yes, state where and why: \_\_\_\_\_

Has contractor ever been sued for breach of any contract? (Check one) \_\_\_ Yes \_\_\_ No

If yes, explain: \_\_\_\_\_

List completed contracts within the past year, including amount of each:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**References** (state name, address, contact and phone number): **(If you are a current contractor of the Family Court Division, please mark "Current Contractor")**.

1). \_\_\_\_\_

2). \_\_\_\_\_

3). \_\_\_\_\_

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

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 purchase order shall constitute a contract for the **Family Court Kitchen Dock Repair** described herein, thus eliminating the need for a formal signed contract between the parties.

Company name	Authorized signature	Print name	Date
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**Affidavit**

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 affidavit,  
and being duly sworn upon oath deposes and says as follows:

1. That I am the \_\_\_\_\_ (Title of Affiant) of \_\_\_\_\_ (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf;
2. That no officer, agent or employee of the Family Court is financially interested, directly or indirectly in what Bidder is offering to sell to the Family Court pursuant to this Invitation for Bid.
3. That if Bidder were awarded any contract job, work or service for the Family Court, no officer, agent or employee of the Family Court would be pecuniarily interested in or receive any benefit from the profit or emoluments of such;
4. That 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 Invitation for Bid and is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
5. That all employees assigned to do work at the Family 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."
6. That if company is a Transient Employer as defined in section 285.230, RSMo; all pertinent information shall be posted in a prominent and easily accessible place at work site as required in section 285.234, RSMo.
7. It is our understanding that all 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 Family Court without the express written consent of the Family 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 Affiant)  
By: \_\_\_\_\_ (Signature of Affiant)  
\_\_\_\_\_ (Title of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_

(Seal)

My commission expires: \_\_\_\_\_

Company name	Authorized signature	Print name	Date
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**Affidavit of Compliance with Section 292.675 RSMo., Et Seq. For any Public Works Project Contract Effective August 28, 2009**

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 affidavit,  
and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of 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.
- (2) that upon award of contract said company shall provide a copy of the OSHA 10 Hour Card for each on-site employee assigned to contract to the Family Court Purchasing Department within 60 calendar days.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 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: \_\_\_\_\_

Company name	Authorized signature	Print name	Date
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**E-Verify Affidavit of Compliance with Section 285.530 RSMo., Et Seq. for all agreements in excess of \$5,000.00**

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 affidavit,  
and being duly sworn upon oath deposes and says as follows:

- (1) that said company, if awarded a contract would enroll in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (3) that upon award of contract said company shall provide Documentation of participation in the E-Verify Federal Work Authorization Program (Memorandum of Understanding) that was completed when Contractor enrolled in the E-Verify program.

The terms used in this affidavit shall have the meaning set forth in Section 285.530 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: \_\_\_\_\_

Company name	Authorized signature	Print name	Date
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