



Invitation for Bid
 16th Judicial Circuit of Missouri
 Family Court Division
 625 E. 26TH Street
 Kansas City, Missouri 64108

Glass and Glazing Services

Bid Number: 10015707

Bid issued by: Neil Struchtemeyer, CPPB

Bid issue date: Wednesday, July 22, 2026

Title: Senior Purchasing Agent

Phone number: (816) 435-4780

The purpose of this bid is to seek competition among competitors and to award a term and supply contract for **Glass and Glazing Services** between Jackson County Family Court, herein referred to as the ("Family Court") and the undersigned, herein referred to as the ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to the contractor's offer made in response to this Invitation for Bid, herein referred to as the ("IFB").

This IFB, upon award will become known as Bid Contract Number 4800572626 between the Family Court and the Contractor, collectively referred to as the "parties".

The Bid Contract shall be in accordance with the terms, conditions and specifications set forth in this solicitation and the parties agree as follows in consideration of the mutual covenants contained herein.

Bid Closes: Tuesday, August 11, 2026 @ 10 a.m. CDT

Bids **must** be submitted prior to the closing date and time to be eligible for consideration. Bids will be publicly opened and read at 10:05 a.m. Local Time (Central). Bids received after the deadline designated shall not be considered.

Contract Term: September 1, 2026 through August 31, 2029

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

For all questions regarding this Invitation for Bid, herein referred to as an ("IFB") contact via e-mail to Neil.Struchtemeyer@courts.mo.gov. All questions must be submitted by the close of business on Friday, February 20, 2026.

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 contractors and individuals employed by the Family Court regarding this IFB it is restricted to written communication with the Senior Purchasing Agent.

Timeline Schedule:

IFB Issue Date	Wednesday, July 22, 2026
IFB Due Date	Tuesday, August 11, 2026 @ 10 a.m. CDT
Bid Evaluation	August 11 through August 18, 2026
Projected Award Date	Monday, August 24, 2026 or before
Contract Term	September 1, 2026 through August 31, 2029 with 3 possible one-year terms

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



Instructions to Bidders: The Bidder shall comply with all the terms and conditions contained herein which are hereby made part of this contract. The submission of a Bid shall be considered as prima facie evidence that the Bidder has familiarized themselves with and understands the conditions under which this Contract will be awarded, performed and administered. ***No Letter or stipulation submitted with a Bid shall alter the terms of this Contract.***

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

The 16th Judicial Circuit of Missouri, Family Court Division is exempt from Federal Tax (Exemption 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.

Any delivery being made shall be F.O.B. Destination (the Family Court's delivered location specified herein) and all Freight and applicable Fuel Surcharges shall be included in bid prices.

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.

Bid Submission: Bid submittal pages marked as "**Return Page**" shall be submitted to the below address **or** via email to Neil.Struchtemeyer@courts.mo.gov until date and time specified herein. Bids will be publicly opened, read, reviewed and tabulated by the senior purchasing agent at 10:05 a.m. CDT. **Bids received after 10 a.m. CDT on Thursday, July 9, 2026 shall not be considered.**

Submit by mail or messenger to the following address:

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

If not submitting a bid, please complete and send the **Statement of No Bid** to Neil.Struchtemeyer@courts.mo.gov.

Bids will be accepted at the above address until date and time specified above, and will be publicly opened and read aloud at 10:05 a.m. Local Time (Central). Bids received after the deadline designated shall not be considered.

All bids shall be tightly sealed in an envelope and plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.

Telephone or faxed bids will not be accepted!

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

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.

Contractors 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/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 Family Court. (The court reserves the right to make award to a minimum of two contractors).

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.

Family Court Purchasing reserves the right to reject all or parts of bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the Family Court. The Family Court shall consider bids submitted on an "all or nothing" basis only if the bid is clearly marked as such.

The contract award will be made no later than **Monday, August 24, 2026** by means of an award letter.

Only awarded contractor will be notified. Bidders may e-mail Neil.Struchtemeyer@courts.mo.gov any time after Monday, August 24, 2026 to get bid results.

Award Protest

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

Upon receipt of a protest the Family 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 vendor only if the protest is found to be in their favor.



Statement of No Bid

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

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

Remarks _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

Note: If you are not submitting a bid, please e-mail this "Statement of No Bid" form to Neil.Struchtemeyer@courts.mo.gov, otherwise disregard and submit the required submittal pages, marked "**Return Page**" by e-mail, mail, or messenger.



1.0 Intention

1.1 This document, upon award, shall constitute a term and supply contract between Jackson County Family Court, herein referred to as the ("Family Court") and the undersigned, herein referred to as the ("Contractor"), collectively referred to as the "parties" for **Glass and Glazing Services**. This IFB, upon award will become known as Bid Contract Number 4800572626 between the Family Court and the Contractor, collectively referred to as the "parties".

1.1.1 The contract shall be in accordance with the terms, conditions and specifications set forth in this solicitation and the parties agree as follows in consideration of the mutual covenants contained herein.

1.1.2 The contractor's bid response and acceptance by the Family Court upon issuance of an award letter shall constitute a binding agreement for the **Glass and Glazing Services**, thus eliminating the need for a formal signed contract between the parties.

1.2 This contract will commence on September 1, 2026 and end on August 31, 2029 with three (3) one-year renewal options and shall be an open account (charge account) and billed per instructions specified in Section 22.0 Invoices/Billing. As required, the Family Court Purchasing Department shall issue a purchase order as authorization to proceed with work and as a means to encumber funds and all invoices shall be paid against/from said purchase order. No Services shall be authorized without a purchase order or invoices paid without an authorized purchase order number.

2.0 Scope of service

2.1 Under this contract; the contractor shall provide all labor, tools, equipment, parts, materials and supervision necessary in order to provide any Family Court facility located within Jackson County, Missouri with **Glass and Glazing Services** on an as needed basis. All work shall comply with City and/or County regulations and the most current Uniform Building Code. **Except in emergency situations, all services provided shall require a quote.**

2.1.1 The glass and glazing services shall include; but may not be limited to providing tempered safety glass, Lexan, plexi-glass, etc. Possible repair or installation of glass doors, lights and transoms. Possible repair or installation of glass panels, walls and partitions. The repair and installation of glass windows. Possible repair or installation of glass furniture tops (i.e. desks, credenzas, etc.). Possible repair or installation of glass mirrors.

2.2 The Family Court reserves the right to bid or quote out projects considered **New Installations or Major Repairs** over \$25,000.00. When going out for bid, the Family Court reserves the right to use any scope of work and/or specifications obtained from contractor. New Installations or Major Repairs may fall under the Missouri Prevailing Wage Law pursuant to section 290.250, RSMO as defined in section 3.0.

3.0 Prevailing wage

Labor for **glass repairs and new installations** shall be at the current Prevailing Wage Rate of Wages for Workmen as defined by Section 290.262 RSMo 2000, the Division of Labor Standards, State of Missouri if total contract value is \$75,000 or more.

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4.0 Occupational safety and health administration (OSHA)

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

4.1.1 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 on 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.

4.1.2 Any employee of the contractor or subcontractor doing work at the Family Court MUST be able to provide the **OSHA 10 Hour Card** upon request of the Facilities Manager or Senior Purchasing Agent. Failure to provide the card will be grounds for the employee of the contractor or subcontractor to be asked to leave the premises.

4.2 The contractor will forfeit a penalty to the 16th Judicial Circuit Court of Jackson County, Missouri - Family Court Division 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).

4.3 All materials, parts, equipment, labor and/or service shall comply with applicable OSHA regulations in effect at the time materials, parts or equipment are shipped and/or labor or the service is performed.

5.0 E-verify

5.1 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.

5.2 The 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)]

5.3 If Family 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 Family Court may lawfully cancel the contract and suspend or debar the contractor from doing any future business with the Family Court.

6.0 Licenses and permits

6.1 The successful contractor must provide a copy of a current Missouri State Business License to the Family Court Purchasing Department within 10 business days after receiving the Notification of Award Letter. The copy of the Missouri State Business License must be received prior to the commencement of any work under this contract.

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6.2 The contractor shall be responsible for securing all licenses and permits required by cities (Kansas City, Independence, or Lee's Summit) where work would be taking place.

7.0 Pricing structure

7.1 The labor rates submitted shall be firm and fixed for the duration of each year of this contract as defined in the following sections. All submitted labor rates shall include, but is not limited to; labor, supervision, equipment, fuel, oil, incidentals, company's profit margin and related items necessary to complete the work in accordance with the scope of service and provisions as contained herein. All fuel surcharges shall be the responsibility of the contractor.

7.2 The Jackson County Family Court carries the Federal Tax Exemption Number 43-91-0217K and is exempt from city/state sales tax under Section 144.062, RSMo (Missouri Tax I.D. 12495671), and **such taxes shall not be included** in bid prices. A Missouri Sales and Use Tax Exemption letter and Missouri Project Exemption Certificate will be provided upon request.

7.3 Contractor shall offer a _____% discount off the Manufacturer's list price for parts, materials, equipment or supplies and must supply to the court their suppliers invoice showing the discount for any parts, equipment, materials, and supplies purchased/leased in support of any particular work or service performed under this contract.

7.4 The undersigned contractor hereby proposes to perform all work as outlined in the scope of service as necessary and incidental to the completion of the Glass and Glazing Services as follows:

Hourly rates for contracted year from September 1, 2026 through August 31, 2027 (These rates should reflect union wages).

Item	Labor Description	Regular Time "Hourly rate"	Overtime "Hourly rate"	Weekends/Holidays "Hourly rate"
001	Foreman with truck			
002	Journeyman Glazier with truck			
003	Additional Journeyman Glazier			
004	Skilled Laborer			
005	Lift with operator, shall include mobilization			
0006	Combined hourly labor rates			
0007	Average of the combined hourly labor rates , i.e. the combined hourly labor rates (item 0006) divided by 5 equals average hourly labor rate.	\$ _____	\$ _____	\$ _____

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7.5 For the contracted years from September 1, 2027 through August 31, 2032 - The contractor may increase the hourly rate (regular, overtime, weekend & holiday) 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 Family Court for a higher percentage increase for that particular contracted year]. The percentage discount off **manufacturer's list price** for parts, materials, equipment or supplies shall not change during the term of the agreement.

8.0 Working hours: The normal working hours on this contract will be from 7:30 a.m. to 4:30 p.m. Monday through Friday. If it becomes necessary for the contractor to perform certain tasks or parts of tasks during Family Court non-working hours or on weekends or holidays, the contractor shall make necessary arrangements with the Facilities Services Manager. The contractor's employees must have proper identification in their possession. This will insure proper ingress and egress to and from the site at which they are required to work.

9.0 Call-backs: Any call-backs related to the scope of service as stated in section 2.0 is at the contractor's sole expense [vandalism or "acts of god" not caused by negligence of contract shall be excluded]. However, if the Family Court should require, at any time, examinations, minor repairs, or adjustments not covered in section 2.0, the contractor may bill per the hourly rate as defined in section 7.0 Pricing structure of this IFB.

10.0 Service calls

10.1 The assigned Family Court designee shall place a service call and report the problem(s) and location(s). A confirmation of response time shall be conveyed to the assigned Family Court designee per section 11.0. Upon arrival to location, the contractor's responding employee will check-in with Family Court designee and evaluate the problem called in for service/repair.

10.2 The contractor shall not perform more than fifteen hundred dollars (\$1,500.00) of non-emergency work, including labor and materials, for a given job without a written estimate and obtaining approval from the designated Family Court representative.

11.0 Response time

11.1 The contractor shall be available for service seven days a week, twenty-four hours a day as the court operates during these times.

11.2 Some work under this contract may be of an emergency nature. The contractor shall verbally confirm the initial request for emergency service within one (1) hour of notification and shall have a qualified **glazier** on the job site within two (2) hours of the original notification. In the event repairs cannot be completed within the initial response, the contractor shall make every effort to provide limited repair to allow for effective functioning of the system until complete restoration can be made.

11.3 Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification.

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12.0 Workmanship

12.1 The contractor shall provide a complete, workmanlike, well executed job in accordance with the scope of service and provisions contained herein.

12.2 If the work and/or services are not acceptable, the contractor will be called in to review and correct all problem areas without additional costs to the Family Court.

12.3 Upon notification by the Facilities Services Manager, the contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

13.0 Site cleanup: The contractor shall remove from premises and properly dispose of all waste material and debris resulting from work. The contractor shall keep packaging, waste and debris picked up as work progresses. The job site shall be left neat and clean.

14.0 Damage control: All buildings, appurtenances, and furnishings shall be protected by the contractor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original pre-damaged condition at the expense of the contractor.

15.0 Secure facility

15.1 The Family Justice Center and Hilltop Residential Center are **Secure Facilities** and the contractor must take security measures at all times, especially when pertaining to tools. **Notify** the facility security office or shift supervisor, **immediately**, if any tools or materials come up missing.

15.2 Due to the unique environment in which your employees will be working, it is important that you understand and follow certain rules and procedures as you work in a juvenile detention facility.

15.2.1 Listed below are rules that you and your employees will be required to follow:

- All personnel entering the Detention Center are required to log-in and out on the Visitor's log. All personnel **MUST** have a legal identification card with their picture on it.
- Workers should not have any contact with the youth. Do not talk to them, assist them in any way, or give them anything.
- If workers see a youth pick up anything (tools, cords, wires, etc.) report the incident to their supervisor who in turn should report the incident to a member of the Facility staff, immediately.
- If workers have any problems with youth, report this to their supervisor who in turn should report it to the supervisor on duty.
- Make sure that all tools, parts, scrap materials, etc. are picked up and locked away, during breaks, lunch and at the end of the day. Never leave anything unattended. The youth can and will use any piece of material to try to escape or hurt another youth or staff.
- 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.
- Notify the facility security office or shift supervisor, immediately, if any tools or materials come up missing.

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- Pick up all trash, soda cans, candy wrappers, etc. and properly dispose of before leaving the site.
- Photographs of equipment may be taken as long as no youths are in the presence of camera.

15.3 Please take the time to go over these rules with all your employees. It is important that both you, your employees and the resident youth remain properly protected at all times while in one of our facilities.

16.0 Parking: The contractor may only park or leave his equipment in areas designated by the Facilities Services Manager.

17.0 Stop work: Work can be temporarily stopped in the field by the Facilities Services Manager because of weather, safety violations, or other unforeseen circumstances. If the work stoppage is longer than, or is expected to be longer than 48 hours, a written Stop Work Notice will be issued by the assigned purchasing agent.

18.0 Safety precautions

18.1 The contractor shall employ all necessary safety precautions to prevent injury to persons or damage to Family Court property and/or equipment. If, at any time, the Facilities Services Manager determines that proper safety measures are not being employed, the contractor will be stopped from working and may resume Work only at such time as the condition is remedied to the satisfaction of the Facilities Services Manager.

18.1.1 Areas under construction shall be marked with temporary barricades, ribbon or other methods necessary to provide safety warning to the public, Family Court staff and juvenile clients.

18.2 The Family Court facilities are occupied on a 24-hour, 7 day per week basis by the Family Court staff and juvenile clients we serve and protect. Special care must be given to keeping hallways clean and clear of debris generated by the contractor's operations.

19.0 Hazardous materials and chemicals: The contractor shall not use any materials or chemicals which may be a physical or health hazard without receiving prior written approval from the Facilities Services Manager. The contractor shall submit the Manufacturer's specifications, a "Safety Data Sheet" (SDS) and any required Environmental Protection Agency (EPA) information on usage and handling to the Facilities Services Manager prior to application.

20.0 Insurance

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

20.1.1 Therefore, the contractor must acquire and maintain during the life of the contract adequate insurance in the form(s) and amount(s) with limits of not less than those set forth as follows in order to protect the Family 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. All insurance coverage must be written by companies that have an A. M. Best's rating of "B+V" and are licensed and approved by the State of Missouri to do business in Missouri.

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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	\$1,000,000.00
B. Products/Completed Operations	\$2,000,000.00
C. Personal and Advertising Injury	\$1,000,000.00
D. General Aggregate	\$2,000,000.00
4. Business Automobile Liability	\$1,000,000.00

20.2 The contractor shall provide the Family Court with a Certificate of Insurance within 15 business days after award is made.

20.3 The insurance certificate shall name the Jackson County Family Court as the Certificate Holder with an endorsement modifying the policy to list the Family Court as additional insured for its interest on all policies of insurance, except Worker's Compensation to include the **Contractors Additional Insured Endorsement** for commercial general liability and the **Contractors Additional Insured Endorsement** for commercial auto 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.

20.4 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.

20.5 The contract number should be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the Family Court must be notified immediately.

21.0 Bonds: The contractor will be required to submit to the Family Court Purchasing Department a Performance and Payment Bond, each in an amount equal to one hundred percent (100%) of the contracted amount for any work of \$50,000 or more within ten (10) business days following the issuance of a purchase order and before work may commence. Bonds must be issued by a surety authorized to do business in the State of Missouri and must be valid for a period of 1 year from date of purchase order.

22.0 Invoicing and payment terms

22.1 The contractor shall invoice the Family Court for the glass and glazing service per price agreement. These prices shall be legally binding for the term of the contract as stated in Section 7.0.

22.2 Payment terms are net 30 days after approval of invoice. No late payment fees shall apply! The invoice shall have applicable purchase order number and be addressed as Jackson County Family Court and mailed to the following:

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

22.3 For faster payment, Invoices may be e-mailed in a PDF format to: accountspayable@courts.mo.gov

23.0 Warranty

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

23.1.1 The warranty period shall commence upon the date of acceptance by the Family Court. The contractor shall provide the designated Family Court representatives with all manufacturer's warranty documents upon completion of installation and any training prior to leaving the job site.

23.2 The contractor shall warrant that all repair parts furnished hereunder shall conform in all respects to the terms of this solicitation, specifications or standards incorporated herein, and they shall be free from latent and patent defects in material, workmanship, and title, and shall be free from such defects in design.

23.2.1 If any defects or signs of deterioration are noted which in the Family Court's opinion are due to faulty workmanship or materials, the contractor, upon notification and at his/her expense, shall make the necessary repairs to correct any deficiency in the system. All systems must be fully functional and operational after the repair(s)/replacement(s) have been made.

23.3 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.

23.3.1 Regardless of any statement to the contrary, the contractor agrees that the expressed or implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

23.4 In regard to any goods which are included in the sale hereunder, contractor makes to the Family Court the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

24.0 General terms and conditions

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

24.2 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. Supplier(s) shall acknowledge receipt of all addendum(s) with submission of bid.

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24.3 The contractor or any subcontractor used under this contract shall bear all loss, expenses (including reasonable attorney fees), and damage in connection with, and shall indemnify, defend 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, contractor's or subcontractor's work under this contract. Contractor's or any subcontractor's agreement to indemnify and hold harmless the parties referenced in this paragraph shall apply to any act of omission or commission by 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. **However**, this indemnification obligation does not apply to any suits, actions, or other claims arising out of or relating to the solely negligent acts or omissions of the Family Court.

24.4 **Force Majeure:** Neither the Family Court nor contractor shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Family Court or contractor under this contract. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

24.5 **Waiver** by either party of any term or condition of this contract shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of this contract can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.

24.6 **Funding** for the Family Court is on a January 1 to December 31 basis. 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 to this contract shall be terminated immediately upon receipt of written notice from the Family Court. Notwithstanding the foregoing, the Family Court shall pay the contractor for all services rendered up to the effective date of termination.

24.7 **Termination** of the contract may be made by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The non-performing party shall have 15 business days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event of the contractor filing for or going into bankruptcy proceedings this contract shall immediately become null and void.

24.7.1 The Senior Purchasing Agent reserves the right to terminate the contract at any time, for the convenience of the Family Court, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services rendered to and accepted by the Family Court pursuant to the contract prior to the effective date of termination.

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24.8 The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract 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 contract from being void should a provision which is of the essence of this contract be determined void.

24.9 Neither the Family Court nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

24.9.1 Nothing in this contract shall be construed to give any rights or benefits to anyone other than the Family Court and contractor.

24.10 The Family Court may at any time, by written modification or amendment, make changes or additions, within the general scope of this contract. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the contractor shall notify the senior purchasing agent in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the contractor's receipt of notice of the modification. Nothing herein contained shall excuse the contractor from proceeding with the contract as changed.

24.11 Be it known that the undersigned contractor is an independent contractor. Notwithstanding any provisions of this contract, all personnel assigned by the contractor to perform work under this contract shall be and remain at all times, employees of the contractor for all purposes. The Independent contractor is not entitled to Worker's Compensation Benefits through the Family Court and/or Jackson County and is obligated to pay Federal and State Income Tax on any monies earned pursuant to the contract performance and/or relationship.

24.11.1 Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

24.12 **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.

24.13 The contractor agrees that the Family Court, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers and records of the contractor regarding the billing for services provided under this contract during regular business hours with reasonable prior notice.

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24.14 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.

24.14.1 The contractor shall be in compliance 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).

24.15 The successful completion and execution of this contract requires complete and uncompromised confidentiality from the contractor. Printed items such as, but not limited to; legal documents, warrants, confidential notices, etc., are for the strict use of the Family Court and the associated departments. Any misuse of such documents or information in any form will result in the immediate and unconditional termination and all information forwarded to the Prosecuting Attorney's office.

24.15.1 Pursuant to Missouri law, juvenile information is confidential and may not be disclosed without the prior written consent of the Family Court.

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

24.16.1 The contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a qualified glazier under similar circumstances.

24.17 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.

24.18 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.

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24.19 Supplier payments: Be it known that the Family Court shall not be held responsible for any payment to the contractor's or subcontractor's supplier(s) for any parts or materials needed to perform and /or complete any related services provided at any of the Family Court locations under this contract.

25.0 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: (Circle one) Yes No

If yes, give name and location _____

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

If yes, state where and why _____

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

If yes, state where and why _____

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26.0 Prior experience and references (state name, address, contact and phone number):

The contractor must have no less than five (5) years of experience in the work described in section 2.0. Please list completed / current business contracts similar to that required by this invitation for bid, including amount of each contract.

- | | |
|-----|-------------------------------|
| 1). | _____ / _____ |
| | Business Name Contract amount |
| 2). | _____ / _____ |
| | Business Name Contract amount |
| 3). | _____ / _____ |
| | Business Name Contract amount |

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

- 1). _____
- _____
- _____
- 2). _____
- _____
- _____
- 3). _____
- _____
- _____

28.0 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

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29.0 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 Jackson County Family Court is financially interested, directly or indirectly in what the Supplier is offering to sell to the Jackson County Family Court pursuant to this Invitation for Bid.
3. That if contractor were awarded any contract from the Jackson County 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 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 Supplier or Supplier'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 court without the express written consent of the 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: _____

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30.0 Offer to contract

We, the Contractor do hereby offer and agree to provide the **Glass and Glazing Services** in compliance with all pricing, terms, conditions, and any issued amendments hereby stated in this Invitation for Bid and any written modifications thereof in the offer. We understand that the items in this Invitation for Bid, including but not limited to; any required insurance certificates and pertaining documentation are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): ____, ____, ____, ____, ____.

We further acknowledge that the term of the contract will commence on September 1, 2026 and end on August 31, 2029 and will hence-forth be referred to by Bid Contract Number 4800572620. We further understand that a possible renewal period of up to three (3) one-year terms could exist with approval from the Family Court. It is understood that the Family Court could elect to utilize one, two, or up to all three renewal periods at their discretion. Family Court reserves the right to automatically extend this contract for a period not to exceed ninety (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 page, we the contractor hereby acknowledge and agree to these rights.

Indicate Normal Service Hours available: _____ a.m. to _____ p.m., _____ days per week

Indicate After/Emergency Service Hours available: _____ a.m. to _____ p.m., _____ days per week

Name of contact person to place service calls: Print Name _____

E-mail address

Phone number

Local Government Use (Cooperative Procurement): If the Family Court awarded you the proposed contract, would you provide Glass and Glazing Services under the same prices 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).

(Check one) Yes ____ No ____ Minimum order, if applicable \$ _____

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 will result in a binding contract for the **Glass and Glazing Services** if accepted by the Family Court upon the issuance of an award letter thus eliminating the need for a formal signed contract between the parties.

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Authorized signature

Print name

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