



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

Refrigeration Equipment PM and Emergency Service

Bid Number: 10013017

Bid issued by: Neil Struchtemeyer, CPPB

Bid issue date: Monday, February 9, 2026

Title: Senior Purchasing Agent

Phone number: (816) 435-4780

The intent of this Invitation for Bid; herein referred to as an "IFB", is to seek competition among competitors and to establish-award a contract with a qualified refrigeration service company; herein referred to as a "contractor", to provide **Refrigeration Equipment PM and Emergency Service** of 22 refrigeration units for the Jackson County Family Court, herein referred to as the ("Family Court"). The term "offer" as used herein refers to the Bidder's offer, herein referred to as the Contractor made in response to this IFB.

This IFB, upon award will become known as Bid Contract Number 2404012620 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.

Site Visit: Any requests for a site visit to view work locations prior to submitting a bid response shall be made via e-mail to Neil.Struchtemeyer@courts.mo.gov.

All site visits must be completed prior to the close of business on Thursday, February 26, 2026.

Contract Term: **April 1, 2026 through March 31, 2029**
Contract to include three (3) on- year renewal options.

Bid Closes: Wednesday, March 18, 2026 @ 2 p.m. CST
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.

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

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	Monday, February 9, 2026
Site Visit	All site visits must be completed prior to the close of business on Thursday, February 26, 2026
IFB Due Date	Wednesday, March 18, 2026 @ 2 p.m. CST
Bid Evaluation	March 18 through March 24, 2026
Projected Award Date	Thursday, March 26, 2026
Contract Term	April 1, 2026 through March 31, 2029
Contract Renewal Periods	Three (3) 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: If submitting a bid, the Bidder is required to submit all pages marked as “Return Page” of this bid document prior to 2 p.m. Local Time (Central) on or before **Wednesday, March 18, 2026** 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, e-mailed 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

The contract will be awarded to the most responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to the Family Court with regards to lowest and best bid.

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 **Thursday, March 26, 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 Thursday, March 26, 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 mail or messenger.



1.0 Intention

1.1 It is the intention of this solicitation to establish and award a **Refrigeration Equipment PM and Emergency Service** agreement between the Jackson County Family Court (herein referred to as the “Family Court”) and a qualified Refrigeration Service Company (herein referred to as the “Contractor”) pursuant to the pricing, specifications, terms, conditions and any amendments, if issued as set forth in this solicitation and in consideration of the mutual covenants contained herein.

1.1.1 Upon acceptance of the contractor’s bid response by the Family Court, the court shall issue a contract award letter. Acceptance of the court’s contract award letter by contractor shall then constitute a binding agreement, thus eliminating the need for a formal signed contract.

1.2 The contract shall be an open NET30 account (pay by invoice) and billed accordingly. The Family Court Purchasing Department shall issue a purchase order as a means to encumber funds. Invoices shall be paid from said purchase order number. A new purchase order shall be issued as required and at the beginning of each calendar year during term of contract. No invoices shall be paid without a purchase order number.

1.3 This shall be a three (3) year fixed price agreement from **April 1, 2026 through March 31, 2029** to include three (3) additional one-year renewal periods.

2.0 Scope of service

2.1 Under this agreement, the contractor shall provide periodic inspections, preventive maintenance (provided on an annual, semi-annual and/or quarterly basis) and preventive maintenance materials of all equipment as listed herein, to include all service labor, including emergency service. Contractor provides all materials, parts and supplies including refrigerant; but shall not be responsible for the replacement of entire systems not covered under this agreement as defined by Major Repairs.

2.1.1 Major Repairs shall consist of compressors, condenser coils and evaporator coils. This agreement shall be all-inclusive with regards to all service calls and non-major repairs. Service Calls under this agreement shall be included at straight time only. Overtime Calls to be billed at the proposed overtime rate of this agreement.

2.1.1.1 Prevailing Wage would only apply if a major component replacement, valued at over \$75,000.00 is needed.

2.2 The following is the known list of equipment and locations. Note: Some equipment may have changed.

Location	Make	Model	Serial Number
Family Court Justice Center	McCall Reach-in Freezer	1070F	M-087659
Detention Kitchen	True Freezer	TS-49F-HC	9592827
625 East 26 th Street	True Freezer	T-72F-HC	9593348
Kansas City, Missouri 64108	Traulser	620004P	T78657017
	Balley Walk-In Cooler	DFN	B2293
	Crown Tonka	DFN	B2293
	Hobart	03	32-1071870
	Beverage Air Milk Cooler	SM34N	130142ZC

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Location	Make	Model	Serial Number
Family Court Justice Center Detention Kitchen 625 East 26 th Street Kansas City, Missouri 64108	Ice Machine - Ice-O-Matic Whirlpool Chest Freezer Kenmore Chest Freezer Kratos Salad Bar Cooler	CIM0330FW EH220F 2539159112 69K-770HC	19081280010708 4-35746-005 WB70910348 21236428
Maintenance/Boiler Room 625 East 26 th Street Kansas City, Missouri 64108	Hoshizaki Ice Maker Hoshizaki Ice Dispenser	KML-351MAH DM-200B	F02908H F52738J
Hilltop Residential Center Kitchen - C Building 301 NW Gregory Blvd. Lee's Summit, MO 64064	Hobart Reach-In Cooler Ice Machine - Scotsman Beverage Air Milk Cooler Salad Bar Cooler Welbilt Beverage Air Balley Walk-In Freezer Balley Walk-In Cooler	DAZ CME306AS-IA SM34N-W ECC-56R GBR2P-5 HBF72-1-015SE 3478-3-W DFN	321047683 530433045 11201398 005035700 1120479969 12607954 DX322198-01 B2356

2.3 Beverage Dispensing Unit:

- 2.3.1 Check with operating or area personnel for deficiencies.
- 2.3.2 Remove access panels and clean coils, fans, fins, and other areas (vacuum, blow-down with compressed air of CO², and/or wipe off.
- 2.3.3 Lubricate motor bearings.
- 2.3.4 Check electrical wiring and connections; tighten any loose connections.
- 2.3.5 Visually check for refrigerant, water, and other liquid leaks.
- 2.3.6 Check door gaskets for proper sealing; adjust door catch as required.
- 2.3.7 Inspect dispensing valves; adjust as necessary.
- 2.3.8 Perform operational check of unit; adjust as necessary.
- 2.3.9 Clean area around equipment.
- 2.3.10 Fill out maintenance checklist and report deficiencies.

2.4 Ice Machine, Flake or Cube:

- 2.4.1 Check with operating or area personnel for deficiencies.
- 2.4.2 Remove and/or install access panel.
- 2.4.3 Lubricate all moving parts, pivot points and fan motor(s).
- 2.4.4 Visually check for refrigerant, oil, or water leaks.
- 2.4.5 Open and close water valve.
- 2.4.6 Replace in-line water filter.
- 2.4.7 Check and clear ice machine draining system (drain vent and trap).
- 2.4.8 Clean motor, compressor, and condenser coil.
- 2.4.9 Check and tighten any loose screw-type electrical connections.
- 2.4.10 Inspect door(s), hinges, gaskets, handles; lubricate as required.
- 2.4.11 Clean area around equipment.
- 2.4.12 Fill out maintenance checklist and report deficiencies.

2.5 Fluid Cooler, Air Cooled Condenser:

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- 2.5.1 Check with operating or area personnel for deficiencies.
- 2.5.2 Check unit for proper operation, excessive noise or vibration.
- 2.5.3 Clean intake side of condenser coils, fans, and intake screens.
- 2.5.4 Check electrical wiring and connections; tighten any loose connections.
- 2.5.5 Inspect fan(s) for bent blades or unbalance; adjust as necessary.
- 2.5.6 Check belts for condition, proper tension, and misalignment; replace or adjust if required.
- 2.5.7 Lubricate shaft bearings and motor bearings.
- 2.5.8 Inspect piping and valves for leaks, tighten connections as necessary.
- 2.5.9 Lubricate and check operations of dampers; if applicable.
- 2.5.10 Clean area around fluid cooler.
- 2.5.11 Fill out maintenance checklist and report deficiencies.

2.6 Refrigerator, Domestic:

- 2.6.1 Check with operating or area personnel for deficiencies.
- 2.6.2 Clean coils, fans, fan motors, drip pan, and other areas with vacuum; brush or wiping as necessary.
- 2.6.3 Inspect door gaskets for damage and proper fit; adjust gaskets as required and lubricate hinge(s).
- 2.6.4 Check door latch and adjust as necessary.
- 2.6.5 Clean area around equipment.
- 2.6.6 Fill out maintenance checklist and report deficiencies.

2.7 Refrigerator/Display, Walk-in w/External Condenser:

- 2.7.1 Check with operating or area personnel for deficiencies.
- 2.7.2 Clean condenser coils, fans, and intake screens; lubricate motor.
- 2.7.3 Inspect door gaskets for damage and proper fit; adjust gaskets as required and lubricate hinge(s).
- 2.7.4 Check starter panels and controls for proper operation; for burned or loose contacts and loose connections.
- 2.7.5 Clean coils, evaporator drain pan, blowers, fans, motors and drain piping as required; lubricate motor(s).
- 2.7.6 During operation of unit, check refrigerant pressures and compressor oil levels; add refrigerant and/or oil as necessary.
- 2.7.7 Check operation of low-pressure cut-out; adjust or replace as required.
- 2.7.8 Inspect defrost systems for proper operation; adjust as required.
- 2.7.9 Clean area around equipment.
- 2.7.10 Fill out maintenance checklist and report deficiencies.

2.8 Refrigerator/Freezer, Walk-in Box w/External Condenser:

- 2.8.1 Check with operating or area personnel for deficiencies.
- 2.8.2 Clean condenser coils, fans, and intake screens; lubricate motor.
- 2.8.3 Inspect door gaskets for damage and proper fit; adjust gaskets as required and lubricate hinge(s).
- 2.8.4 Check starter panels and controls for proper operation; for burned or loose contacts and loose connections.
- 2.8.5 Clean coils, evaporator drain pan, blowers, fans, motors and drain piping as required; lubricate motor(s).
- 2.8.6 During operation of unit, check refrigerant pressures and compressor oil levels; add refrigerant and/or oil as necessary.

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- 2.8.7 Check operation of low-pressure cut-out; adjust or replace as required.
- 2.8.8 Inspect defrost systems for proper operation; adjust as required.
- 2.8.9 Clean area around equipment.
- 2.8.10 Fill out maintenance checklist and report deficiencies.

3.0 Pricing structure

3.1 The prices submitted shall be firm and fixed for the duration of each year of this contract to include the subsequent renewal periods. All submitted pricing shall include, but is not limited to; labor, materials, supervision, equipment, services, fuel, oil, incidentals, and related items necessary to complete the work in accordance with the scope of work and provisions as contained herein. All fuel surcharges shall be the responsibility of the contractor.

3.2 The Family Court 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 pricing structure.

3.3 The cost of the Kitchen Refrigeration PM and Emergency Service shall be as follows:

April 1, 2026 through March 31, 2027: \$ _____

April 1, 2027 through March 31, 2028: \$ _____

April 1, 2028 through March 31, 2029: \$ _____

1st Renewal Period - April 1, 2029 through March 31, 2030: \$ _____

2nd Renewal Period - April 1, 2030 through March 31, 2031: \$ _____

3rd Renewal Period - April 1, 2031 through March 31, 2032: \$ _____

Total cost of service: \$ _____

3.4 Work not covered under the service agreement will be billed as time and material (this will include all mileage and fuel to jobsite). The contractor shall submit to the Family Court a time sheet or ticket within twenty-four (24) hours of work performed. The time sheet or ticket shall include the date the work was performed, the time of day the work started and finished.

The following hourly rates shall apply for the contract term of April 1, 2026 through March 31, 2027:

Company Regular Rate: \$_____ Per Hour (includes one (1) Service Tech)

Company Regular Rate: \$_____ Per Hour (includes one (1) Service Tech and Helper)

Company Overtime Rate: \$_____ Per Hour (includes one (1) Service Tech)

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Company Overtime Rate: \$_____ Per Hour (includes one (1) Service Tech and Helper)

Company Weekend and Holiday Rate: \$_____ Per Hour (includes one (1) Service Tech)

Company Weekend and Holiday Rate: \$_____ Per Hour (includes one (1) Service Tech and Helper)

Percentage discount on MSRP listed material and/or parts cost: _____%

3.4.1 Contractor must supply to the court their suppliers invoice showing the discount for any parts, equipment, materials, and supplies purchased in support of this agreement.

3.4.1.1 If in the performance of this agreement it becomes necessary for the contractor to purchase materials, parts, supplies, and equipment in order to make repairs/replacements/new installs, then the contractor may purchase such items of tangible personal property without liability for sales tax by obtaining a Missouri Project Exemption Certificate and Tax Exemption Letter from the designated Senior Purchasing Agent.

3.4.2 For the Time and Material from April 1, 2027 through March 31, 2032 - The contractor may increase the hourly rate (regular, overtime, weekend and holiday) at the following percentage increase _____% for each year of the contract. The percentage discount on MSRP listed material/parts cost shall not change during the term of the agreement.

4.0 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 prior 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.

5.0 Call-backs: Any call-backs related to the scope of work as stated in section 2.0 is at the contractor’s sole expense. 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 3.4 of this IFB.

6.0 Service calls

6.1 The assigned Family Court designee shall place a service call and report the problem(s) and refrigeration unit location. A confirmation of response time shall be conveyed to the assigned Family Court designee per section 8.0. Upon arrival to repair location, Service Technician will check-in with Family Court designee and evaluate the problem called in for service/repair.

6.2 For work not covered under agreement, the contractor shall not perform more than twenty-five hundred dollars (\$2,500.00) of non-emergency work, including materials, for a given job without a written estimate and obtaining approval from the designated Family Court representative.

7.0 Response time

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7.1 Normal response time shall be within one (1) business day after service call-in.

7.2 Emergency response time shall be within two (2) hours after service call-in.

8.0 Workmanship

8.1 Contractor shall provide a complete, workmanlike, well executed job in accordance with the scope of work and provisions contained herein.

8.2 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.

8.3 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.

9.0 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.

10.0 Occupational Safety and Health Administration (OSHA)

10.1 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.

10.1.1 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.

10.2 The contractor will forfeit a penalty to the 16th Judicial Circuit 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).

10.3 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.

11.0 E-verify

11.1 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.

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11.2 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)]

11.3 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.

12.0 Secure facility

12.1 The Family Justice Center is a **Secure facility** 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.

12.2 Due to the unique environment in which you and/or 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.

12.2.1 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 Visitors 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.
- 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.

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

12.4 I acknowledge that I have read, understand, and will disseminate the above information to all of my employees assigned to this contract.

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

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14.0 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 Contract Administrator.

15.0 Safety precautions

15.1 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.

15.2 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.

16.0 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” (formerly known as a MSDS) and any required Environmental Protection Agency (EPA) information on usage and handling to the Facilities Services Manager prior to application.

17.0 Insurance

17.1 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.

17.1.1 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” or better -or- Lloyd’s of London, and are licensed and approved by the State of Missouri to do business in Missouri.

Type		Minimum 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

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

17.3 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.

17.4 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.

17.5 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.

18.0 Invoicing and payment terms

18.1 The contractor shall invoice the Family Court for the Refrigeration Equipment PM and Emergency Service per price agreement. These prices shall be legally binding for the term of the contract as stated in Section 3.0.

18.2 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:

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

Purchase Order Number must appear on Invoice(s).

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

19.0 Warranty

19.1 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.

19.1.1 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.

19.2 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.

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19.2.1 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.

19.3 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.

19.3.1 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.

19.4 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.

20.0 General terms and conditions

20.1 The Family Court and contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

20.2 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.

20.3 **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.

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20.4 **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.

20.5 **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.

20.6 **Termination** of this 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.

20.6.1 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 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.

20.6.2 In the event of the contractor filing for or going into bankruptcy this agreement shall immediately become null and void.

20.7 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.

20.8 Neither the Family Court nor the 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.

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

20.9 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.

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20.10 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.

20.10.1 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.

20.11 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.

20.12 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.

20.13 **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.

20.13.1 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).

20.14 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.

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

20.15 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.

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20.15.1 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 Refrigeration Service Professional under similar circumstances.

20.16 **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.

20.17 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.

20.18.1 The contractor may be required to authorize and request release to the Family Court, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record. Family Court may conduct and/or review a background investigation before rendering a decision regarding contractor's eligibility to perform stated services. The contractor shall agree to cooperate in any such investigation, and release from all liability or responsibility the Family Court, and all other persons, firms, corporations and institutions supplying the above requested information.

21.0 Prior experience-references

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
- 4. _____ / _____
Business Name Contract amount

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Please list below three current business references for which you have performed similar services for a period of not less than six (6) months. **If you are a current contractor of the Family Court Division, please mark "Current Contractor".**

1. Company Name: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Name: _____ Phone Number: _____

2. Company Name: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Name: _____ Phone Number: _____

3. Company Name: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Name: _____ Phone Number: _____

22.0 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: _____

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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 _____

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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23.0 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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24.0 Offer to contract

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

We further acknowledge that the term of the contract will begin on **April 1, 2026** and end on **March 31, 2029** and will henceforth be referred to as Bid Contract Number 2404012626. We further understand that a possible renewal period of up to three (3) one-year terms could exist with approval from the court. It is understood that the court could elect to utilize one or all three renewal periods at their discretion. All terms, conditions, specifications, and amendments shall apply to any and all renewal periods, referencing section 3.0 for pricing.

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

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

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

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

Contact Person's E-mail Address

Phone Number

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

Company name

Authorized signature

Print name

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