

## VENDOR BIDDING INFORMATION

### **1.0 Communication with the Staff**

From the date an IFB, IFQ or IFP is issued, until a determination is announced regarding the selection of the vendor, **ABOLUTELY NO COMMUNICATION WITH THE DEPARTMENT STAFF IS ALLOWED!**

If communication is required between a potential vendor and individuals employed by the Circuit Court regarding a bid or quote it is restricted to written communication with the purchasing staff designated as the point of contact for the Invitation for Bid or Quote. Violation of this condition may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition as well as suspending the vendor from future bid/proposal invitations.

**2.0 Award of Contract:** In awarding the contract, the bid award will be based on the lowest, most responsible and responsive bidder complying with all the provisions of this Invitation for Bid, provided the price is reasonable and it is in the best interest of the Circuit Court to accept it.

**2.1 Notice of Award:** After considering the basis of award and evaluation of bids, the Circuit Court will, within thirty (30) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Vendor will have **five (5)** calendar days to return the signed notice of award and any requested submittals, such as certificate of insurance or proof of business licenses.

**2.2** For possible future order Circuit Court Reserves the right to enquire if awarded vendor would be willing to extend the awarded pricing to the new order in question.

**2.3** The Circuit Court and Participants reserve the right to reject any and all bids, to waive any and all technical defects, irregularities and informalities, non-conforming or conditional bids or counter-proposals, in bids. The Circuit Court may accept any item or group of items of any bid on a spit-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the Circuit Court.

**3.0 Pricing:** Pricing is to include any or all freight, discounts, deductions and is to be less state taxes for which an exemption certificate will be furnished upon request. **The Pricing Page(s) is the required submittal form which must be submitted with the bid package.**

**4.0 Contract Award Notice:** A Purchase Order Number or Release Number will be issued to the awarded vendor. Any changes to original purchase order will not be authorized unless a change order is issued.

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

**6.0 Insurance:** The Contractor shall understand and agree that the Circuit Court cannot save and hold harmless and/or indemnify the Contractor against any liability incurred or arising as a result of any activity of the Contractor related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s)

and amount(s) sufficient to protect the Circuit Court, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to his/her performance under the 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. The insurance shall include an endorsement that adds the Circuit Court as an additional insured. Only Vendors who will be providing on-site services will be required to provide Circuit Court with a Certificate of Insurance prior to the beginning of their service.

**7.0 Anti-Trust:** Submission of a bid constitutes an assignment by Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.

### **8.0 Equal Opportunity Clause**

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

**8.2** The bidder's attention is directed to all federal, state and local laws, ordinances and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex.

**9.0 Preferences:** At this time Circuit Court does not provide preferences for Local, Minority or Women Owned Businesses.

**10.0 Bid Protest:** Bid Protests must be submitted to the Circuit Court Purchasing Manager within 3 days of bid award notice. Protest must be in writing with supporting facts and documentation of the protest. The documentation will be reviewed by the Court Services Director and a ruling made within 5 days.

**11.0 Billing:** The vendor will be responsible to issue an invoice to the Circuit Court for the Agreement Price of the awarded bid. All invoices shall be in triplicate and directed to:

Circuit Court Of Jackson County  
415 East 12<sup>th</sup> Street  
Court Purchasing; Room 8M East  
Kansas City, MO. 64106

## PART II - CONTRACTOR'S RESPONSIBILITIES

### **1.0 Performance Bond: Only required on bids exceeding \$24, 999.99**

The successful contractor will be required to submit to the Purchasing Department a Performance bond for one hundred percent (100%) of the total contract award amount within ten (10) business days after receiving Notification of award. The bond must be in the form of a bond acceptable to the Purchasing Department of Jackson County, Missouri, executed by a surety company authorized to do business in the State of Missouri and listed in the federal Register. Bonds must be received by the Circuit Court Purchasing Department prior to the commencement of any work on the project.

**2.0 Prevailing Wage:** Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on public works construction projects in Missouri, such as bridges, roads and government buildings. The prevailing wage rate differs by county and for different types of work. The Prevailing Wage Law applies to all public works projects constructed by or on behalf of state and local public bodies

Contractor MUST strictly adhere to all PREVAILING WAGE LAWS. Includes providing Certified Copies of Payroll and the completion of the Compliance Affidavit BEFORE payment will be made by the 16th Judicial Circuit Court of Jackson County, Missouri / Circuit Court Division. Approved forms will be provided by the Purchasing Department upon request.

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

**2.2** See sample forms

**2.3** Refer to the Department of Labor Prevailing Wage Site  
<http://labor.mo.gov/dls/prevailingwage>

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

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

**4.1** 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.

**4.2** The Contractor will forfeit a penalty to the 16<sup>th</sup> Judicial Circuit Court of Jackson 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).

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

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

**5.2** The Contractor must complete and return the Affidavit of Compliance with Section 285.530 RSMo; page 14. Upon contract award the Contractor MUST enroll in the E-Verify program provide the E-Verify Memorandum of Understanding that was completed when Contractor enrolled in the E-Verify program.

**5.3** Refer to the Everify link: <http://www.dhs.gov/e-verify>

**6.0 Excessive Unemployment:** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which that state, as determined by the Labor and Industrial Relations Commission) may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (See section 290.550 through 290.580, RSMo).

**6.1** Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, U.S. Virgin Islands, West Virginia and Wyoming.

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

**8.0 Wage Subsidies, Bid Supplements and Rebates:** No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in section 290.262.

**8.1** In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsections 1 or 2 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610 RSMo.

**8.2** Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in section 290.262 for each hour that work was performed. It shall be the duty of the Circuit Court to calculate the dollar amount owed to the public body under this section.

**9.0 Applicable Laws:** Contractor shall follow all applicable State of Missouri laws and regulations necessary to perform services pertaining to an Invitation for Bid.

**10.0 Certificate of Authority:** All Foreign corporations transacting business in the state of Missouri must have obtained a "Certificate of Authority" form – Corp – 42 from the Missouri Secretary of State.

**10.1** Every foreign corporation now doing business in or which may hereafter do business in the state of Missouri without a certificate of authority shall be subject to a fine of not less than \$1,000.00 (see sections 351.572 and 351.574, RSMo).

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

**11.1** Contractor certifies, by signing their bid proposal Contractor Information/signature page of this IFB that all employees of the Contractor are legally eligible to work within the United States.

**11.2** If Circuit Court determines that a current contractor employs any persons not eligible to work in the United States, the contractor shall be in breach of contract and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing business with the Jackson County Circuit Court.

**11.3** See form number

**12.0 Insurance:** Bidder will be required to purchase and maintain during the life of the contract Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance with limits of not less than those set forth below:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Missouri
2. Employer's Liability A. Each Accident B. Disease-Each Employee C. Disease-Policy Limit	\$100,000.00 \$100,000.00 \$100,000.00
3. Commercial General Liability A. Each Occurrence B. Products/Completed Operations C. Personal and Advertising Injury D. General Aggregate	\$1,000,000.00 \$5,000,000.00 \$1,000,000.00 \$5,000,000.00
4. Business Automobile Liability	\$1,000,000.00

**12.1** The Bidder shall provide the Circuit Court with a Certificate of Insurance after award is made but before commencing work in connection with the contract, evidencing the coverage's above. Such insurance certificates shall have an endorsement that names Jackson County Circuit Court as a "Certificate Holder Additional Insured" for its interest on all policies of insurance, except Worker's Compensation and provide that the Circuit Court be given at least 30 days prior written notice of any cancellation or intention to not renew or material change in such coverage.

**13.0 Indemnification:** "Contractor shall bear all loss, expenses (including reasonable attorney fees) and damage in connection with, and shall indemnify and hold harmless Circuit 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 Circuit Court Services, the Sixteenth Judicial Circuit of Missouri, Jackson County, Missouri, the State of Missouri, and their officers, employees and agents, arising out of, incidental to, or in connection with, Contractor's work under this contract. Contractor'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 Court Division, Circuit Court Services and the State of Missouri."

**13.1** Further, the Contractor shall fully indemnify, defend and hold harmless the Circuit Court from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Circuit Court's misuse or modification or Contractor's products or Circuit Court's operation or use of Contractor's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit,

the Contractor may at its sole expense procure for the Circuit Court the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Circuit Court the right to continue using the product, the Contractor shall remove the product and refund the Circuit Court the amounts paid in excess of a reasonable rental for past use. The Circuit Court shall not be liable for any royalties.

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

**14.0 Vendor Liability:** The vendor shall be responsible for any and all personal injury or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions and requirements of the contract. In addition, the vendor assumes the obligation to save the Court, including its agencies, employees and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold the Court, including its agencies, employees and assignees, harmless for any negligent act or omission committed by any other person under the supervision of the vendor under the terms of the contract.

**14.1** The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Court, including its agencies, employees and assignees.

**14.2** The vendor shall be liable for any of the following: (1) third party claims against the Court for losses or damages (other than those listed above); (2) loss of, or damage to, the Court's records or data; or (3) economic consequential damages or incidental damages, even if the vendor is informed of their possibility.

**15.0 Vendor's Status:** The vendor represents him or herself to be an independent contractor offering such services to the general public and shall not represent him/her to be an employee of the Circuit Court. Therefore, the vendor shall assume all legal and financial responsibility for taxes, FICA, fringe benefits, workers compensation, employee insurance, minimum wage requirements, etc., and agrees to indemnify, save and hold the Circuit Courts its officers, agents and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**16.0 Vendor's Employees on Site:** It is the Contractors responsibility to supervise their employees on the job site.

**16.1** Prior to service Vendor must provide first and last name as well as the social security number for each worker on site.

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

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

**16.4** Vendor's technical employees must possess all applicable licenses and must be properly certified to perform the requirements of this contract.

**17.0 Licenses:** All special licenses, permits and/or inspection costs which may be required in the course of exceptional work under this contract from any entity of local, state or federal government shall be obtained by the contractor on behalf of the Circuit Court and shall be billed to the work requiring such. This does not apply to normal licenses, permits and/or inspection costs which are required by electrical industry.

**18.0 Asbestos:** Vendor must ensure that products used or installed in this project do not contain asbestos materials of any kind.

**19.0 Award of Contract:** Bid will be awarded to “Low and Best” bid as determined by the Circuit Court. The contract shall be awarded to the responsible vendor whose bid is determined to be the most advantageous to Circuit Court, taking into consideration the evaluation factors and criteria set forth in the Invitation for Bid.

**19 .1** After considering the basis of award and evaluation of bids, the Circuit Court will, within thirty (30) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Vendor will have **five (5)** calendar days to return the signed notice of award and any requested submittals, such as certificate of insurance or proof of business licenses. Upon award Vendor must supply Circuit Court with 3 current references (if vendor is not a current vendor with Circuit Court).

## **PART II - GENERAL CONDITIONS AND TERMS OF CONTRACT**

**1.0 General Conditions:** Bids are made upon and are subject to, the following conditions and those listed on the Bid sheet. Upon acceptance by the Circuit Court, a bid and the purchase order issued Thereon shall constitute a contract for furnishing the items described in the bid in strict conformity with the contract instrument.

**2.0** The Circuit Court reserves the right to reject all or part of bids, to waive technical defects in bids and to select the bid(s) deemed most advantageous to the Circuit Court. The Circuit Court Division shall consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.

**3.0** Unless otherwise required by the terms of the Bid Request, all goods to be furnished shall be the best of their kind.

**4.0** By virtue of statutory authority, the Court Services Director, shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivery price is same or less.

**5.0** The vendor agrees to comply with all Federal and State Laws and Local Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.

**6.0** The Circuit Court will not be responsible for articles or services furnished without a Purchase Order.

**7.0** Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Circuit Court is upon the vendor.

**8.0** All invoices and correspondence shall show the number of Purchase Order. All invoices shall be rendered in duplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.

**9.0** Vendor agrees to defend, protect and hold the Circuit Court harmless from any claims and actions arising out of patent infringement.

**10.0** The Circuit Court reserves the right to cancel all or any part of the contract if shipment is not made as promised. Purchasing shall be notified by the vendor if shipment cannot be made as promised.

**11.0** In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Circuit Court, it will be the policy of the Circuit Court to encourage the purchase of products manufactured or assembled or produced in the United States, provided, However that this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00.

**12.0** If successful bidder **is not** a current vendor with Circuit Court you must submit 3 current references with bid.

**13.0** Authorized signature must be on bid as well as the printed name and telephone number. Bid is not valid unless signed by an authorized representative of the firm providing the quotation.

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

Federal Tax Exemption Number 43-91-0217-K  
Missouri Tax Exemption Number 12495671