

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
JACKSON COUNTY ELECTRICAL SERVICES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Jackson County Electrical Services, Inc. its subsidiaries and its affiliates (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. After a competitive procurement process, City of Independence, Missouri ("City of Independence") entered into RFP #21088 with Vendor dated 3-3-2022 (the "City of Independence, MO Contract"), for Vendor to provide Electrical Services for Facilities Management. The City of Independence Contract is incorporated herein by reference as though fully set forth, to the extent not inconsistent with this Agreement.

B. The City is permitted to purchase such products and services under the City of Independence, MO Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the City of Independence, MO Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the City of Independence, MO Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with Electrical Services, as more particularly set forth in Section 2 below (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of City of Independence, MO Contract, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Vendor shall provide the Services as set forth in the City of Independence, MO Contract.

3. Work Authorization/E-verify. Pursuant Section 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Vendor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with

supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought only in courts in Jackson County, Missouri.

6. Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Rights and Privileges. To the extent provided under the City of Independence, MO Contract, the City shall be afforded all of the rights and privileges afforded to the City of Independence as set forth in the City of Independence, MO Contract.

8. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded the City of Independence to the extent provided under the City of Independence, MO Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the City of Independence, MO Contract, for claims arising out of the performance of this Agreement and the City of Independence, MO Contract, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same

instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the City Manager's signature ("Effective Date").

CITY OF LEE'S SUMMIT

Stephen A. Arbo
Stephen A. Arbo, City Manager

Date 3/17/22

ATTEST:

Trisha Fowler Arcuri
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Daniel R. White
Daniel R. White,
Chief Counsel of Management and Operations

Jackson County Electrical Services, Inc.

By *Carl Franera*

Print Name CARL FRANERA

Title President

Date 3-9-22





INDEPENDENCE
* M I S S O U R I *

Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

REQUEST FOR PROPOSAL #21088
ELECTRICAL SERVICES FOR FACILITIES MANAGEMENT

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm **Jackson County Electrical Services, Inc.** Phone Number **816-797-1127**
(Please print or type)

Address **25539 Bundschu Road** City **Independence** State **MO** Zip **64056**

Name of Authorized Agent **Carl Francka** Email **cfrancka@hotmail.com**

The only authorized source for Request for Proposal (RFP) forms, addenda, and information regarding this RFP is www.publicpurchase.com. Using RFP forms, addenda, and information not obtained from www.publicpurchase.com creates the risk of not receiving necessary information about the RFP that may eliminate your proposal from consideration.

Submit questions regarding this RFP online at www.publicpurchase.com by deadline in the RFP schedule.

Proposals shall be submitted online via www.publicpurchase.com by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Proposal (RFP) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.

**ELECTRICAL SERVICES FOR FACILITIES MANAGEMENT
Request for Proposal #21088**

Proposed RFP Schedule

These dates and times are subject to change:

Issue RFP	November 15, 2021
Deadline for questions	November 22, 2021, 5:00 p.m. local time
Proposals due	December 1, 2021, 5:00 p.m. local time
Evaluation	December 2 – December 9, 2021
Recommendation to Council (if needed)	December 20, 2021

Structure of the RFP

For the convenience of the proposer, this RFP is structured as follows:

- Section 1 – Intent
- Section 2 – Background
- Section 3 – Scope of Services
- Section 4 – Compliance Documentation
- Section 5 – Pricing and Proposed Contract
- Section 6 – Evaluation Criteria
- Section 7 – Proposal Deliverables
- Section 8 – Evaluation Process
- Section 9 – Right to Protest
- Section 10 – Terms and Conditions
- Attachment 1 – Insurance Requirements
- Attachment 2 – Affidavit of Non-Conflict of Interest and Non-Collusion
- Attachment 3 – Contract for Professional Services
- Attachment 4 – Contract for Professional Services
- Attachment 5 - Electrical Services for Facilities Management Pricing
- Attachment 6 - Affidavit of Compliance with Immigration Law
- Attachment 7 - Affidavit of Completion of OSHA Construction Safety Program
- Attachment 8 - Payment, Performance and Maintenance Bond (Separate Document – For Example Purposes)

**Electrical Services for Facilities Management
Request for Proposal #21088**

1. INTENT

The intent of this RFP is to solicit proposals from qualified proposers to provide electrical services for the Municipal Services Department.

2. BACKGROUND

The City of Independence, Missouri, requests bids from qualified firms to provide electrical services on a project or "as needed" basis.

3. SCOPE OF SERVICES

Services include but are not limited to maintenance, repair, and installation of new electrical services and equipment for various City-owned buildings, as well as assistance writing technical specifications on an as-needed basis. Services shall be provided on all equipment and associated parts with building electrical systems.

The successful bidder will furnish all personnel, parts, test equipment, and tools required to complete repairs and new installations on an as-needed basis.

Types of services range from wiring, lighting, circuit/control boxes, as well as other electrical services required by city staff.

Emergency service shall be provided as needed on a 24-hour basis, including weekends and legal holidays.

After each service call is complete, a written report shall be provided to a city representative for signature. Invoices shall include itemization of parts and labor and location of work (specific building).

The term of the agreement(s) will be for a one-year period, with four, one-year renewal options.

The City of Independence reserves the right to obtain quotes on repairs from other sources.

The successful bidder shall be licensed/certified to perform this type of work in the City.

4. COMPLIANCE DOCUMENTATION

Respondents should provide the following documentation:

- A) Affidavit of Compliance with Immigration Law
- B) Affidavit of Completion of OSHA Construction Safety Program
- C) A minimum of three (3) references with contact information, unless currently providing services for the City
- D) If applicable, a list of any subcontractors for the services to be provided and related experience of those subcontractors in past projects.
- E) Copies of certifications or licenses of individuals performing work for the City through this agreement.
- F) Cooperative Agreement. Acceptance not required in order to be awarded contract.

5. PRICING AND PROPOSED CONTRACT

The City's Facility Manager will provide the successful bidder (Contractor) with a written Scope of Work for each project. The Contractor shall provide a written price quote within five (5) business days, per the firm fixed fees submitted in response to this solicitation. A purchase order and notice to proceed will be issued before the Contractor executes the service and, if necessary, submit a performance, payment and maintenance bond (Attachment 2). The City's bond document is provided for **informational purposes only**. Do not complete and return as part of the bid. For most projects, bonds may be required for new work, not maintenance or repair work. The requirement will be made at the time the project notice is issued

6. EVALUATION CRITERIA

Proposals shall be evaluated on these criteria. The proposer is cautioned that it is the proposer’s sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the proposer’s original proposal. Failure to provide such information may have an adverse impact on the evaluation of the proposer’s proposal.

	Maximum % Weight
<p>1 Did the proposer respond to all requirements of the RFP?</p> <ul style="list-style-type: none"> • If yes, proceed with with evaluation <p>Yes, Jackson County Electrical Services, (JCES) current electrical contractor for the City of Independence, Missouri submitted the required RFP on November 29, 2021</p> <ul style="list-style-type: none"> • If no, proposal is nonresponsive and disqualified from further review 	Yes/ No
<p>2 Evidence of experience of proposer & references with similar projects</p> <ul style="list-style-type: none"> • Is the proposer experienced in providing services similar to those requested in the RFP? Yes, JCES has been the preferred electrical contractor for the past eight years with the City of Independence. The owner, Carl Francka has been a master electrician for the past 35 years. • Familiarity and experience with similar projects Jackson County Electrical Services has been in business for the past 35 years. During this time JCES has provided electrical services for commercial and residential including clients such as Fort Osage School District, Independence School District, City of Lake Winnebago, Lone Jack School District, Liberty School District, City of Buckner (for a complete list of references please see client list at www.jacksoncountyelectrical.com) • References from at least 5 clients of similar scope and size City of Independence – Morris Heide, 816-325-7845, Mike Schott, 816-325-7174 Fort Osage School District – Debbie Smith, 816-650-7087 City of Lee’s Summit – John Ohrazda 816-969-1180, Shawn Graff 816-969-1800, Brooke Chestnut 816-969-1575 <p>Consider experience and references listed by the proposer</p>	20%
<p>3 Expertise of personnel</p> <ul style="list-style-type: none"> • Consider comparable experience and background of specific personnel that shall be assigned to the City’s project JCES employees are well versed in all aspects of providing electrical services whether it’s for a major commercial renovation project or a small residential repair. Employees of JCES strive to maintain a level of expertise and professionalism and having been awarded the contract for the City of Independence for the past eight years serves as evidence of this service • Experience of personnel on projects of similar scope and size JCES employees have completed City of Independence projects in a timely and efficient manner including the renovations of the log cabin, installation of new fixtures throughout city hall, installing generators at city hall, new lighting at the fire station, police department and city parks. • Resumes for each team member included in response Resumes have been uploaded 	20%
<p>4 Applicable resources</p> <ul style="list-style-type: none"> • Evaluate the extent of applicable resources available to the proposer to complete the City’s project Eight years as the preferred electrical contractor for the City of Independence • Standard quality assurance/quality control program or procedures the firm has in place 	20%

Owner and employees have been OSHA certified and invest in continuing education programs to stay up-to-date on equipment, electrical materials and codes.

- Adequacy and ability of proposed team/resources to complete project within proposed time frame
JCES has responded to all service calls from the city of Independence within a 24 hour period and in emergency situations within the hour.
 - Training for City personnel
 - Response time for maintenance and service calls acceptable
- 5 Responses to requirements section and project narrative 25%
- Did the proposer take exception to the City's standard terms and conditions or proposed contract?
 - Evaluate the proposer's approach and understanding of the scope of services and total project required in the RFP as evidenced in the proposal
 - Project schedule and detailed approach is reasonable and responsive to City's needs
 - Roles of all involved parties clearly identified
 - Familiarity with project location as evidenced by proposal
 - Identify and recognize critical or unique issues specific to the project
 - Adequacy of proposed communications process
 - Unique approaches that have been successful elsewhere
- 6 Price 15%
- Fee schedule included for pricing; includes equipment, services, maintenance, training, life cycle replacement, anything else pertaining to price
 - Complete and attach the pricing form on Attachment #3 Pricing List On Page 18

The proposer is cautioned that it is the proposer's sole responsibility to submit a response to the RFP requirements including evaluation categories. The City is under no obligation to solicit the information after RFP closing if it is not included in the proposer's original proposal. Failure to provide such information may the proposal nonresponsive.

7. PROPOSAL DELIVERABLES

Proposals must be received by the date and time stated on page 2, through www.publicpurchase.com. The proposer shall submit, at a minimum, the following information and documents as part of the proposal:

- A. Cover sheet, completed and signed
- B. Letter of intent/introduction from proposer
- C. Affidavit, completed and notarized
- D. Affidavit of Immigration Compliance
- E. Affidavit of OSHA Compliance
- F. Response to the requirements in this RFP
- G. Contract for Professional Services (attached), completed and signed or list of exceptions requiring negotiation. Note...providing exceptions does not indicate automatic acceptance

Proposals will not be accepted after the deadline for submission, regardless of the reason. Any exceptions to the RFP must be submitted as part of the proposal. Firms selected for award will be required to provide proof of insurance and City of Independence business license as stipulated herein.

8. EVALUATION PROCESS

The City will deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of the RFP. Minor omissions or informalities may be waived at the sole

option and discretion of the City. The City also reserves the right to reject any and all proposals, make no award, or make multiple awards as a result of this solicitation. Responsive proposals will be evaluated in the following manner:

- A. An evaluation team will review and rank all proposals individually according to the criteria established in this RFP. The team may contact proposers if any clarification is needed on the proposal.
- B. Proposers whose proposals are ranked the highest by the evaluation committee may be asked to participate in an interview and demonstration process to ensure a mutual understanding of the City's requirements and the proposal. However, the committee may decide that interviews or demonstrations are not necessary and make recommendation for award based on the information provided in the proposal. Interviews and demonstrations will be scored by the evaluation team based on criteria developed by the team during the evaluation process.
- C. The firm that provides the City with the best value based on the established evaluation criteria will be recommended for approval. Procurement in excess of \$100,000 require City Council approval prior to award.
- D. In accordance with federal, state and local laws, the proposal documents will be available for public review following: rejection of all proposals; posting of the Notice of Intent to Award; execution of the contract or purchase order.

9. RIGHT OF PROTEST

A Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com for procurements in excess of \$100,000. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor www.publicpurchase.com shall be responsible for directly notifying proposer of the Notice of Intent to Award. Protests must be received in the office of the Procurement Manager and must contain the company name, address, phone number and signature of the authorized representative; solicitation number; a detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

10. TERMS AND CONDITIONS

A. COMPENSATION

The City shall pay the successful proposer an amount not to exceed the amount stated in the fee schedule included in the proposer's proposal. Regular (e.g. monthly) invoices shall be submitted by the successful proposer to the City for payment of services performed and expenses incurred. Invoices shall indicate the hours expended for each person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Payment will be made by the City within thirty (30) days of receipt of invoice. Payment with the City's credit card is the preferred method of payment, provided no processing fees are assessed. If proposer will not accept the City's credit card, payment will be made via check on a Net 30 basis. The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Successful proposer shall not include any sales or use taxes on transactions between the successful proposer and City.

B. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal. Complete instructions for registering are included in the documents listed with this RFP.

C. PERMITS AND LICENSES

The successful proposer shall procure all necessary local permits and licenses and a City of Independence business license, unless exempt under state law. Successful proposer will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed and will require the same of all sub-contractors. The successful proposer must furnish and maintain certification of authority to conduct business in the State of Missouri.

D. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by successful proposer as part of the services shall become the property of City, provided, however, that successful proposer shall have the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

E. CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope if a contract is awarded. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and successful proposer will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or written modification.

F. STANDARD OF CARE

Successful proposer shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

G. LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of a potential contract and the successful proposer's fee, and in consideration of the mutual covenants contained in the contract, City and successful proposer agree to allocate and limit such liabilities in accordance with this section:

Successful proposer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees, against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the successful proposer's negligent performance of services under the contract and that of its sub-contractors, or anyone for whom the successful proposer is legally liable. Successful proposer shall indemnify City against legal liability for damages arising out of claims by successful proposer's employees.

H. INSURANCE

See attached Insurance Requirements.

I. SHIPPING, TITLE, AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

J. DELAY IN PERFORMANCE

Neither City nor successful proposer shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. 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 City or successful proposer as required. 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 the contract.

K. TERMINATION

City may terminate or suspend performance of a contract that results from this solicitation, for City's convenience upon written notice to successful proposer whom becomes the contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay contractor for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to contractor's compensation.

The contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have fifteen (15) calendar 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 that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to contractor.

L. WAIVER

A waiver by either City or successful proposer of any breach of the contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

M. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the contract or the occurrence of any event that renders any portion or provision of the contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract, and the balance of the 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 the 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 section shall not prevent the entire contract from being void if a provision, which is of the essence of this contract, be determined void.

N. SUCCESSORS AND ASSIGNS

City and successful proposer 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 the contract.

O. ASSIGNMENT

Neither City nor successful proposer shall assign any rights or duties under the 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 the contract.

P. THIRD PARTY RIGHTS

Nothing in this document shall be construed to give any rights or benefits to anyone other than City and successful proposer.

Q. INDEPENDENT CONTRACTOR

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 shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. A contract resulting from this solicitation shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

R. AUDIT

Successful proposer agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under a successful contract, have access to and the right to examine and copy any pertinent books, documents, papers, and records of the successful proposer involving transactions related to the contract.

S. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the successful proposer agrees:

Not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The successful proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

To state in all solicitations or advertisements for employees placed by or on behalf of the successful proposer that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

To send to each labor union or representative of workers with which they has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the said labor union or workers' representatives of the successful proposer's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

To comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

To furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event the successful proposer is not compliant with the non-discrimination clauses of this contract or purchase order, with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The proposer will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The successful proposer will take such action with respect to any sub-contractor or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an successful proposer becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the department, the successful proposer may request the United States to enter into such litigation to protect the interest of the United States.

T. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

U. GOVERNING LAW

Contracts shall be governed by the laws of the State of Missouri. The City and the successful proposer agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that successful proposer's performance under the contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under the contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the successful proposer submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

V. MISSOURI SUNSHINE LAW

The proposer acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFP shall be available for public review in accordance with all federal, state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all proposals have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence

W. COMMUNICATIONS

Any communication shall be made in writing to the authorized representative at the address specified below on the cover page of the proposal response. Communications with the City shall be to Procurement Manager, 111 E. Maple, Independence, MO 64050. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of successful proposer and City.

X. SEPARATE CONTRACTS

City and successful proposer each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

Y. ENTIRE CONTRACT

A contract resulting from this solicitation and successful proposer's proposal represents the entire agreement between the City and successful proposer. All previous or contemporaneous agreements, representations, promises and conditions relating to the successful proposer's services described herein are superseded.

Z. PRECEDENCE OF DOCUMENTS

The RFP including the terms and conditions, the successful proposer's proposal, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order or contract shall take precedence over the RFP and the RFP shall take precedence over the proposer's proposal

INSURANCE REQUIREMENTS

General Services

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

(1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

RFP:

AFFIDAVIT

STATE OF Missouri)
COUNTY OF Jackson) SS.

CARL FRANCKA of the City of Independence
JACKSON, County of JACKSON, State of MISSOURI

being duly sworn on her or his oath, deposes and says:

1. That I am the Owner (Title of Affiant) of Jackson County Electrical Services (Name of Proposer) and have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer 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 RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

By: Jackson County Electrical (Name of Proposer)
Carl Francka (Signature of Affiant)
owner (Title of Affiant)

Subscribed and sworn to before me this 29 day of November, 2021.

(SEAL) Sandy Turner
NOTARY PUBLIC in and for the County of Jackson

State of Missouri
My commission expires: 08/09/22



SANDY TURNER
My Commission Expires
August 9, 2022
Jackson County
Commission #14003181

AFFIDAVIT OF COMPLETION OF OSHA CONSTRUCTION SAFETY PROGRAM

STATE OF MISSOURI,
COUNTY OF JACKSON) ss.

I, CARL FRANCKA, do hereby authenticate that I am a duly authorized agent of Jackson County Electrical and I have all requisite power and authority to execute and deliver this Affidavit and am competent to testify to the matters stated herein on behalf of Jackson County Electrical

JE Dunn has provided a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program for employees that have not previously completed the required program and, and will require all employees who have not previously completed the required program to complete the program within sixty days (60) of beginning work on any construction project for the City of Independence, Missouri.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required under Missouri Revised Statute 292.675 shall be afforded twenty days to produce such documentation before being subject to removal from the project.

The contractor shall forfeit as a penalty to the City of Independence two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The City of Independence shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract.

By: Carl L

CARL FRANCKA
Printed Name

Jackson County Electrical
Company

Subscribed and sworn to before me this 29 day of November, 2021.

Sandy Turner
Notary Public

My Commission Expires:

08/09/22



SANDY TURNER
My Commission Expires
August 9, 2022
Jackson County
Commission #14003181

**AFFIDAVIT OF COMPLIANCE
WITH IMMIGRATION LAW**

STATE OF Missouri)
COUNTY OF Jackson)

THE UNDERSIGNED Carl Francka, of lawful age and being
first duly sworn, states upon oath that (s)he is the

Owner
of Jackson County Electrical, the Contractor
Name of Company Title

submitting the attached bid/proposal and that the Contractor is enrolled and
participates in a federal work authorization program with respect to the
employees who will perform work under the contract and that the Contractor
does not knowingly employ to perform work under this contract any person who
is an unauthorized alien.

Carl Francka
Signature

Subscribed and sworn to before me, a Notary Public, in and for the County and
State aforesaid, this 29 day of November, 2021.

Sandy Turner
Notary Public

My Commission Expires: 08/09/22



SANDY TURNER
My Commission Expires
August 9, 2022
Jackson County
Commission #14003181

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 9– LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the consultant’s fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant’s negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant’s employees.

ARTICLE 10 – INSURANCE

General Services

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days’ advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is “formal” or “informal”.

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Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.
- (3) Medical Malpractice insurance, with a \$1,000,000 general aggregate.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming 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 restraints; 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 City or consultant under this contract. If 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.

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City’s convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City’s convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant’s compensation.

This contract may be terminated 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 nonperforming party shall have 15 calendar 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 that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

ARTICLE 14– WAIVER

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

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 if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

City and consultant 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.

ARTICLE 17 – ASSIGNMENT

Neither City nor consultant 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.

ARTICLE 18– THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 19– INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties hereunder only as an independent consultant.

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.

ARTICLE 20– AUDIT

Consultant agrees that the City, 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, records, or electronic records of the consultant involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the consultant agrees as follows:

The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase

order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant’s performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

ARTICLE 25 – SEPARATE CONTRACTS

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 26 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant’s services described herein are superseded. The RFP including the terms and conditions, the consultant’s response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant’s response and written proposal.

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

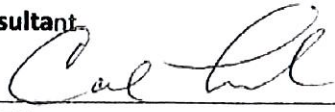
IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

By Bryan Kidney, Finance & Admin Director

Date 3-3-2022

Consultant

By 

Title President

Date 1-10-22

**ELECTRICAL SERVICES FOR FACILITIES MANAGEMENT PRICING
YEAR ONE**

- | | |
|--|-----------------------|
| 1. Regular Rate, Monday – Friday, 8 .m. – 5 p.m. | \$67.00 Hour |
| 2. Emergency Hour Rate | \$110 Hour |
| 3. Parts Markup | 10% Above Cost |

YEAR TWO

- | | |
|--|-----------------------|
| 1. Regular Rate, Monday – Friday, 8 .m. – 5 p.m. | \$69.00 Hour |
| 2. Emergency Hour Rate | \$114.00 Hour |
| 3. Parts Markup | 10% Above Cost |

YEAR THREE

- | | |
|--|-----------------------|
| 1. Regular Rate, Monday – Friday, 8 .m. – 5 p.m. | \$71.00 HOUR |
| 2. Emergency Hour Rate | \$118.00 HOUR |
| 3. Parts Markup | 10% Above Cost |

YEAR FOUR

- | | |
|--|-----------------------|
| 1. Regular Rate, Monday – Friday, 8 .m. – 5 p.m. | \$73.00 HOUR |
| 2. Emergency Hour Rate | \$122.00 HOUR |
| 3. Parts Markup | 10% Above Cost |

YEAR FIVE

- | | |
|--|-----------------------|
| 1. Regular Rate, Monday – Friday, 8 .m. – 5 p.m. | \$76.00 HOUR |
| 2. Emergency Hour Rate | \$130.00 HOUR |
| 3. Parts Markup | 10% Above Cost |

Note: City will NOT accept fuel surcharges, trip charges or any other charges not contained within the pricing sheet.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS
(Completion of this form is optional—does not impact award)

The purpose of this form is give you, the bidder or proposer, the option to extend the same pricing, terms, and conditions to other government agencies. By checking the 'yes' box, you enable other government agencies to skip the solicitation process and use any contract or purchase order awarded from this solicitation. Your choice will not affect the award results of this solicitation.

- The bidder/proposer agrees to provide products and/or services to any municipality, county, state, governmental public utility, nonprofit hospital, educational institution, special government agency, or nonprofit corporation performing governmental functions.
- The successful bidder/proposer will extend the same prices, terms, and conditions of the Invitation for Bid or Request for Proposal and any subsequent contract or purchase order.
- All sales to other jurisdictions will be made on purchase orders, contracts, or the mechanism for purchase used by the ordering jurisdiction. All receiving, inspection, payments, and other contract administration will be the responsibility of the ordering jurisdiction. The City of Independence assumes no responsibility and is under no obligation for these separate contractual transactions.

Please indicate your response below:

- Yes, I agree to provide the products or services within my bid or proposal to other agencies as identified above.
- No, I do not agree to provide the products or services within my bid or proposal to other agencies as identified above.

Bidder or Proposer Name JACKSON COUNTY ELECTRICAL
Carl L