



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

February 14, 2020

Guier Fence
Jeff Shewmaker
2501 NW Jefferson
Blue Springs, Missouri 64015

Dear Mr. Shewmaker:

Please consider this letter as Twelve Month Contract Award Notification for **Fencing, Installation and Repairs for the Parks + Rec Department.**

Invitation to Bid No. **60-19**

Resolution No. **20352**

Effective Dates: **February 1, 2020 through January 31, 2021**

Guier Fence Point of Contact: **Jeff Shewmaker, 816-229-2047, jshewmaker@guierfence.com**

Jackson County Point of Contact for Purchasing: **Barbara Casamento, 816-881-3253, bcasamento@jacksongov.org**

The following required documents shall be furnished by your firm within ten (10) days after receipt of this agreement in accordance with the bid specifications.

None

The Jackson County Executive, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Executive or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Supplier and the sureties on said bond shall be liable.

JACKSON COUNTY MISSOURI

Bob Crutsinger
Director of Finance and Purchasing



PURCHASING DEPARTMENT

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Kansas City, Missouri 64106

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INVITATION TO BID NO. 60-19
ISSUED: October 23, 2019
PAGE 1 OF 31

Jackson County Missouri is seeking bids for a **Twenty-Four Month Term and Supply Contract, with One Twelve Month Option to Extend, for the furnishing of Fencing Installation and Repair** for use by **Parks + Rec.**

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on November 26, 2019**, otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CST on November 26, 2019, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Barbara Casamento. All questions must be emailed to bcasamento@jacksongov.org as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.


By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; (2) to reject any or all offers; and (3) split the contract award for Fencing Installation and Repair.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 22, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; and (9) the Required Submittals, Section 7.0, Page 18 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 23 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed **NON-RESPONSIVE**.

PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 21 of this Invitation to Bid.


BOB CRUTSINGER
Director of Finance and Purchasing

R 20302

Jackson County Missouri Invitation to Bid No. 60-19
Page 2 of 31

A TERM AND SUPPLY CONTRACT for Fencing Installation and Repair for use by Parks + Rec.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County 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.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract annually beyond its original term for a time, not to exceed 12 months, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials _____, Minimum order, if applicable\$ _____
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Guier Fence PHONE NO: 816-229-2047
ADDRESS: 2501 NW Jefferson-Blue Springs, MO 64015 FAX NO: 816-229-7483
NAME OF AUTHORIZED AGENT (Print or Type): _____ DATE: _____
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Commercial acct mgr
EMAIL ADDRESS OF AUTHORIZED AGENT: JShewmaker@guierfence.com
FEDERAL ID NO: 43-14781662 AND/OR SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE):

JACKSON COUNTY MISSOURI BY BOB CRUISINGER, TREASURER OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUISINGER: [Signature] DATE: 8-18-2020

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF JACKSON)

Guier Fence of the City of Blue Springs
County of JACKSON State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the commercial acct mgr (Title of Affiant) of Guier Fence (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2018, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder 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. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Jeff Shewmaker (Name of Bidder)
By: Jamara (Signature of Affiant)
commercial account manager (Title of Affiant)

Subscribed and sworn to before me this 20th day of November, 2019

Jamara K. Clark
NOTARY PUBLIC in and for the County of JACKSON (SEAL.)
State of Missouri

My Commission Expires: 08-12-20

TAMARA K. CLARK
Notary Public - State of Missouri
My Commission Expires August 12, 2020
Jackson County
Commission #12817920

**JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM**

Report Date: November 20, 2019 (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:
Tom Wyrsh
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816) 881-1223

1. COMPANY DESCRIPTION:

Name of Company Guier Fence
Street Address 2501 NW Jefferson
City Blue Springs State MO Zip 64015
Email Address: jshewmaker@guierfence.com
Website Address: guierfence.com
Area Code 816 Telephone Number 229-2047
Representative Name Jeff Shewmaker

2. COMPANY STATISTICS:

A. Total number of Employees 32
B. Total Number of Employees who are:
1. Women 4 4. Asian _____
2. Hispanic _____ 5. American Indian _____
3. Black 1 6. Other 1

YES NO N/A

3. Has your company advertised for applicants since your report? Yes _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? _____ N/A
If so, please attach a detailed report of such efforts

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?
If so, please attach a narrative of such efforts. _____ NO _____

YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?
If so, please attach a narrative of such efforts. — — N/A

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? — — N/A

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY N/A
STREET ADDRESS _____
REPRESENTATIVE NAME _____
TELEPHONE NUMBER _____
EMAIL ADDRESS _____
WEBSITE ADDRESS _____

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT _____

AMOUNT OF CONTRACT _____

JACKSON COUNTY CONTRACT: YES NO

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

	YES	NO
1. Available employment	<u>X</u>	—
2. Visual check	—	—
3. Other (specify) _____	—	—

This Compliance Review Form was prepared and submitted by:

Jeff Shewmaker
Signature
Jeff Shewmaker - Commercial account manager
Name and Title
11.20.14
Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
(Complete in full, Use attachments if necessary)

Name of Bidder: <u>Guier Fence</u>	
Address with Zip Code: <u>2501 NW Jefferson-Blue Springs, Mo 64015</u>	
Federal Tax I.D. Number: <u>43-1478662</u>	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: <u>1988</u>	Name of State(s) in which incorporated: <u>Missouri</u>
President's Name: <u>Valerie Guier-Green</u>	Vice-President's Name: <u>N/A</u>
Secretary's Name:	Treasurer's Name: <u>N/A</u>
If PARTNERSHIP:	
Is the Partnership: General Limited Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: <u>50%</u>	
No. of Permanent Employees: <u>32</u>	Geographical Limits of Operation:
No. of years in business: <u>41</u>	
Have you ever done business under a different name: Yes No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

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

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:

see attached

List of Current Contracts, Including Amount of Each:

see attached

Please indicated how you intend to comply with the State of Missouri's Prevailing Wage Requirement:

we will use current wage orders

Customer Reference (state name, address, and phone number):

see attached

List each subcontractor you plan to use if awarded the contract. If no, so state.

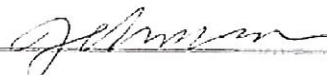
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
NO			

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):

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

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): Jeff Shewmaker	Title: Commercial account Manager
Signature: 	Date: 11-20-19

N/A

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street, Room G1
Kansas City, MO 64106

We, the undersigned, have declined to submit a bid in response to the above Invitation to 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).
- 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: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers N/A and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

[Signature]
Signature of Respondent

11-20-19
Date

Gvier Fence
Company Name

2501 NW Jefferson
Address

Blue Springs, MO 64015
City, State, and Zip

816-229-2047
Phone

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" format. Bids submitted electronically, on computer diskette, or by FAX will not be considered by the County.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications:** Any information relative to interpretation of specifications shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by November 19, 2019. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to this Invitation to Bid will be posted on the County's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his bid that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.
7. The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.
9. **Communications and Notices:** Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee

of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing 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 delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions of shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing their firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing (Exhibit F) and not by omission.

22. No lowest/highest respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the

County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

29. Minority, Women and Veteran Business Enterprise Utilization: Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org> Government, County Code, Current Code, 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid or for the purchase of County goods and services. Contractor shall ensure that it and its subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met, and comply with all reporting requirements. The Contractor, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

30. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity 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 also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

31. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

32. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

33. Wage Rates: Except as provided in subparagraph A., below, this contract shall be based upon payment by the Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

A. Wage Law: Except as provided in this subparagraph, the contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. Pursuant to section 290.230.5, the provisions of the prevailing wage law do not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the county for the total project cost is in the amount of \$75,000 or less. The "total project cost" is based upon the entire project and not individual jobs within a larger project. The "total project cost" includes the total value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project and additionally includes all materials and supplies purchased for the project. The provisions of this paragraph 33 do not apply to any contract that is excluded from the applicability of the Missouri prevailing wage law pursuant to section 290.230.5, RSMo.

B. **Penalty:** The Contractor shall forfeit as a penalty to the County, Ten Dollars (\$10.00) for each workman employed, for each calendar day, or portion thereof, that such workman is paid less than the said stipulated rate for any work done under this contract by the Contractor or by any of its subcontractors.

C. **Withholding Payment:** Under Section 290.250 of said law, the County has a duty to withhold and retain from payment, which is due to the Contractor under this contract all sums and amounts due and owing as a result of any violation of said laws.

D. **Required Records:** The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Industrial Commission of Missouri and the County.

E. **No Adjustment For Changes In Rates:** During the life of this contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due to the Contractor by reason of any such change.

F. **Exceeding Rates And Hours:** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any workman in a particular period of time.

G. **Required Affidavit:** No final payment for work under this contract will be made by the County until it has received from each Contractor and subcontractor an affidavit stating that each has fully complied with the provisions and the requirements of said law.

H. **Prevailing Wages:** The current prevailing wage rate determination made by the Industrial Commission of Missouri and applicable during the term of this contract is reproduced verbatim herein.

I. **Posting:** Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri, shall be displayed in a conspicuous place on the project under a heading of NOTICE, with the heading in letters at least one inch high.

J. **Contract Work Hours and Safety Standards Act (42 U.S.C. Sect. 329):** The Contractor is required to comply with Section 103 of the above Act.

K. **Certified Payroll Records:** An original copy of certified payroll records shall be mailed weekly to the Project Supervisor. A copy of certified Payroll records indicating applicable invoice number(s) shall also be mailed to Thomas Wyrsh, Compliance Review Officer, 415 East 12th Street, 2nd Floor, Kansas City, Missouri 64106.

Payroll Records must meet the following minimum requirements:

Workers must be classified according to the State's Occupational Title Rule. Workers listed as Journey Worker for Local Union XX is not acceptable. The specific classification must be named.

The specific Group must be named. It is impossible to compare wage rates paid to the proper prevailing wage rate if the Group is not listed.

For all apprentices on each payroll, the apprentice letter must be attached confirming registration in the program, level in the program (i.e. 3rd Level, or 3rd 6-Month Period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on the payroll. Contractors are welcome to submit one letter listing all apprentices that have been or will be used on a project.

The proper ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

Fringe benefits must be indicated whether paid in cash or to a fund by checking the box on the certificate page of the payroll form. If fringe benefit contributions are not indicated by an hourly rate on the certificate payroll form, please submit a one-time letter with the next applicable payroll indicating the hourly breakdown of contributions made and to where.

34. **Changes in the Work:** Changes in the works as defined in this Invitation to Bid which result in additions, deletions, or other revisions to the Contract Sum or Contract Time must be accomplished by written Change Order to the Contractor. Such Change Orders must be submitted in writing by the Contractor and approved in writing by the County prior to the commencement of the work included in such Change Orders.

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for a **Twenty-Four Month Term and Supply Contract with One Twelve Month Option to Extend** for the furnishing of **Fencing Installation and Repair** for use by **Parks + Rec.**
- 1.2 Although exact usage cannot be determined, the County estimates it will spend \$50,000 annually on Fencing Installation and Repair.
- 1.3 Jackson County reserves the right to split the contract award. Therefore, do not submit a bid if your bid would be all or nothing.

2.0 BID REQUIREMENTS

- 2.1 A minimum of five (5) years' experience is required of the Successful Contractor in work described in the scope of this bid.
- 2.2 Experience and References provided by bidders shall be verified and will be a significant factor in the evaluation of this bid. Please attach to your bid a list of a minimum of three (3) references including the following information:
 - 2.2.1 Company Name
 - 2.2.2 Company Address
 - 2.2.3 Contact Name
 - 2.2.4 Contact Phone Number
 - 2.2.5 Detailed description of services provided
- 2.3 **Note: Do not use Jackson County, Missouri as one of your references.**
- 2.4 All work performed under this Contract shall be performed in the Greater Kansas City Metropolitan Area. If the Respondent is not located in the Greater Kansas City Metropolitan Area, documentation **MUST BE** submitted with your bid response detailing how your company would perform the work detailed herein.
- 2.5 The Respondent must include with their bid package a catalog and/or price list(s) with distributor's prices. Upon award, the Successful Respondent must submit an additional copy. If the catalog and/or price list(s) become out of date, it is the sole responsibility of the Successful Contractor to provide replacements to the County

3.0 AWARD REQUIREMENTS

- 3.1 **Certificate of Insurance:** The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein within Ten (10) business days after receiving an award notification. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work under this Invitation to Bid
- 3.2 **Prevailing Hourly Wage Rates:** As further provided in paragraph 33 and 33.A of these General Conditions, compliance with the Prevailing Hourly Rate of Wages for Workmen may be required on this Contract, or portions of the work to be performed under this Contract pursuant to section 290.262, RSMo, Division of Labor Standards, State of Missouri. If applicable, the County's annual wage order from the State of Missouri is included as part of this Invitation to bid. These rates are updated periodically; current rates will apply.
- 3.3 **Exempt Entity:** Jackson County, Missouri is an exempt entity under Section 114.062, Revised Statutes of Missouri. Upon request of the Successful Contractor, Jackson County will issue a project specific Missouri State Sales Tax Exemption Certificate to the Successful Contractor and their named Subcontractors to be utilized during the performance of this Contract. This certificate must be requested **prior to the purchase of any supplies**. Under no circumstances can this certificate be back-dated to cover materials already purchased.
- 3.4 **Certified Payroll Records** must be submitted for all projects under which Prevailing Hourly Wages for Workmen is required. An original copy of certified payroll records shall be mailed weekly to the Project Supervisor. A photocopy of certified payroll records including applicable invoice numbers shall also be mailed to Tom Wyruch, Compliance Review Officer, at 415 E 12th Street, Kansas City, MO 64106. Copies of certified payroll records must be provided to the Jackson County, Missouri Purchasing Department.
 - 3.4.1 Payroll Records must meet the following minimum requirements:

- 3.4.1.1 Workers must be classified according to the State's Occupational Title Rule. Workers listed as a Journey Worker for Local Union XX is not acceptable. The specific classification must be named.
- 3.4.1.2 The specific Group must be named. It is impossible to compare wage rate paid to the proper prevailing wage rate if the group is not listed.
- 3.4.1.3 For all apprentices shown on each payroll, the apprentice letter must be attached confirming registration in this program, level in the program (e.g., 3rd Level, or 3rd 6-month period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on a payroll. Contractors are welcome to submit one letter listing all apprentices that have been or will be used on the project.
- 3.4.1.4 The proper ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.
- 3.4.1.5 Prevailing wage affidavit of compliance must be signed.

4.0 SPECIFICATIONS

- 4.1 The Successful Contractor shall furnish all labor, materials, tools, equipment, and supervision for fencing services at various County-owned and/or operated facilities within the boundaries of Jackson County, Missouri.
- 4.2 Fencing services shall include, but are not limited to, the installation and repair of: chain-link fencing, gates, concrete footings, and recreational structures (back stops, goals, cages, etc.).
- 4.3 Pricing quoted under this contract shall be time plus materials:
 - 4.3.1 Compliance with the Prevailing Hourly Rate of Wages for Workmen is required on all projects with a value exceeding \$75,000. The respondent shall provide a separate wage rate which reflects this requirement, if necessary.
 - 4.3.2 The hourly wage rate(s) quoted shall include all travel time and fuel expenses. No fuel surcharges will be paid.
 - 4.3.3 Pricing for materials provided shall be a percentage mark-up from the Successful Contractor's cost.
- 4.4 All fencing systems shall be installed according to the requirements of the fencing system manufacturer for the type of fencing system and required warranty as specified.
- 4.5 Jackson County, Missouri reserves the right to bid projects estimated at \$5000 or more separately during the term of this contract and any of its extensions.
- 4.6 Work Order Cost Estimate: Prior to commencing any work, the Successful Contractor is required to provide a **NOT TO EXCEED WORK ORDER COST ESTIMATE**. The estimate shall be reviewed and approved by the Project Supervisor, the supervisor on the approved call out list, or the individual identified by the Department Director.
 - 4.6.1 The Not to Exceed Work Order Cost Estimate must be **WRITTEN**, and must be broken out to show estimated time and materials, to include the following:
 - 4.6.1.1 Time: type of labor, labor rate charged, and estimated hours
 - 4.6.1.2 Materials: Estimated materials, quantity and price shall be provided. A separate Materials Sheet may be attached if needed. The County reserves the right to purchase materials for the Successful Contractor at the discretion of the County.
- 4.7 The Successful Contractor shall be available for service Monday – Friday from 8:00 a.m. until 5:00 p.m.
- 4.8 Site Cleanup – The Successful Contractor shall remove from the premises and properly dispose of all waste material and debris resulting from all work. This Contractor shall keep the packaging, waste and debris picked up as the work progresses. The job site shall be left neat and clean.

- 4.9 Protection of Property – The Successful Contractor shall protect adjacent improvements from work in progress (landscaping, sidewalks, flooring, etc.). Any damage caused by the Successful Contractor shall be repaired at the Successful Contractor’s expense. The Successful Contractor shall be responsible to leave all job sites in a condition as near as possible to that which existed prior to any work. The Successful Contractor shall include site worker protection.
- 4.10 Safety: The Successful Contractor must strictly comply with Federal, State and Local building and safety codes. Equipment must meet all Federal and State regulation for grounding of electrical equipment. The Successful Contractor certifies that all material, equipment, processes, etc. meets OSHA, ANSI, NFPA, and all other Federal and State requirements. By submission of bid, Bidders represent that he is familiar with all the applicable regulations mentioned above and that he understands that compliance is mandatory and must be complied under the provisions of this bid.
- 4.11 Site Work – The Contractor shall conduct his work in a manner that will eliminate hazards to persons and property in the area. Areas under construction shall be marked with temporary barricades, ribbon or other methods necessary to provide safety warning to the public.
- 4.12 GUARANTEES AND WARRANTIES
 - 4.12.1 All fencing systems furnished and installed under this contract shall be unconditionally guaranteed by the Successful Contractor for a minimum of one (1) year from the date of acceptance of the work by the County against any and all defects in materials, workmanship and installation.
 - 4.12.2 Any labor, materials, or equipment needed to respond to a request for guarantee or warranty service shall be solely at the Successful Contractor's risk and expense.

5.0 PURCHASE ORDERS

- 5.1 The Successful Contractor must have a copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department BEFORE providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.
- 5.2 The Jackson County, Missouri Purchasing Department may issue to the Successful Contractor a “Blanket” or “Miscellaneous” Purchase Order to cover a specific portion of the term of this contract. The Purchase Order may be for a stated dollar amount and will terminate when the dollar amount shown has been used or at the expiration of the contract, whichever comes first.
- 5.3 If a “Blanket” or “Miscellaneous” Purchase Order is issued, the Successful Contractor will submit Invoices to the Jackson County Accounting Department and payments will be made on a monthly basis. Other Purchase Orders will be paid Net 30 Days. **The Successful Contractor will indicate the Purchase Order Number on all Invoices.**

6.0 INVOICES AND PAYMENT

- 6.1 Parts under this contract are for those items directly related to the services and/or specified in this Invitation to Bid. The County reserves the right to require that a copy of the Successful Contractor’s supplier’s invoice to be submitted with the invoice for payment for any invoice over \$100.
- 6.2 The Successful Contractor shall submit, on a timely basis, an itemized detailed statement of services rendered, including the following information:
 - 6.2.1 Name of County personnel authorizing the work.
 - 6.2.2 Name of employees who worked on the job.
 - 6.2.3 Required Prevailing Wage documentation
 - 6.2.4 The hours and rates spent on each job for each given day.
 - 6.2.5 A list of all materials used for each job, a copy of the suppliers invoice, the Successful Contractor’s mark-up and the location the materials were used.
 - 6.2.6 When parts were used for the job, the percentage of cost must also be shown on the invoice.
 - 6.2.7 The Purchase Order number shall be designated on all invoices.

- 6.2.8 All service tickets must be signed by an authorized County employee. Invoices will not be paid without said signature.
- 6.2.9 Job specific progress payments may be allowed at the County's discretion.

6.3 The Successful Contractor shall keep complete records of all the work performed under this contract. Work covered under this Contract shall be invoiced separately from any other work and/or purchases by the County. Requests for payment shall be submitted by project/job.

6.4 The County reserves the right to purchase materials for the Successful Contractor at the discretion of the County.

6.5 BILLING

6.5.1 Hourly Rates billed are to begin when the Successful Contractor's employee(s) arrives at the job site or reports to the Department Director, or their designee, whichever is requested.

6.5.1.1 Successful Contractor shall not commence any work until they have notified the proper County personnel of their arrival.

6.5.1.2 Successful Contractor WILL NOT be allowed travel time; the amount you feel necessary to cover travel time should be built into the hourly rate.

6.5.1.3 The County will not be responsible for payment to any Contractor for any briefings or meetings held between the Contractor and the County as these meetings are to the benefit of both parties.

6.5.1.4 Fuel Surcharge – No Fuel Surcharges allowed during the term of this contract. The Successful Contractor(s) will not bill Jackson County for any fuel surcharges throughout the term of this contract and its extensions.

6.6 PRICE INCREASES

6.6.1 The Successful Contractor may request increases in Hourly Wage Rates during the term of the Contract only when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workmen in that occupational title category. However, hourly rate increases will take effect only when the Successful Contractor has provided evidence in writing of such increases to the reasonable satisfaction of the county's Purchasing Administrator and the Purchasing Administrator has indicated approval of such in writing.

6.6.2 The percentage mark-up on materials shall not change throughout the term of this contract and its extension.

7.0 REQUIRED SUBMITTALS

7.1 The following information must be submitted with your response to this Invitation to Bid:

- 7.1.1 Contractor's Signature Portion, page 2
- 7.1.2 Affidavit, page 3
- 7.1.3 Compliance Review Form, page 4-5; or a copy of current Jackson County Certificate of Compliance
- 7.1.4 Statement of Contractor's Qualifications, page 6-7
- 7.1.5 Acknowledgement of Receipt of Addenda, page 9
- 7.1.6 Quotation, Section 10.0, page 20
- 7.1.7 Bidder's Exceptions, Exhibit F, page 22
- 7.1.8 Contractor's Utilization Plan, pages 23-27
- 7.1.9 Greater KC Metro area memo, page 15, section 2.4
- 7.1.10 References, page 15, section 2.2
- 7.1.11 Catalog and/or Price List(s), page 15, section 2.5

8.0 EVALUATION

8.1 All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee, made up of Jackson County personnel, will evaluate

all bids and make a recommendation. Jackson County shall be the sole judge of the bids submitted for this Invitation to Bid and its decision will be final.

9.0 QUESTIONS

- 9.1 All Questions regarding this Invitation to Bid **must be in writing and e-mailed** as detailed under General Conditions, Item Number Five (5) on Page Ten (10) of this Invitation to Bid by November 19, 2019 by 5:00 p.m., CDT. Point of contact for this Invitation to Bid is Barbara Casamento, e-mail address: bcasamento@jacksongov.org
- 9.2 All answers to questions will be published on the County's website in the form of Addenda. Respondents must check for Addenda prior to submitting their proposal.
- 9.3 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents **may not** contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact **are grounds** for REJECTION of the Bidder's submission.

*****CONTINUED*****

10.0 QUOTATION

10.1 Provide pricing for projects bid valued at \$75,000 OR LESS (No Prevailing Wage Required)

NO	OCCUPATIONAL TITLE	HOURLY RATE REGULAR TIME	HOURLY RATE OVERTIME
1.0	Laborer	\$ 67.50	\$ 101.25
2.0	Operating Engineer	N/A	N/A
3.0	Truck Driver	N/A	N/A
	Total of Lines 1.0 - 3.0	\$ 67.50	101.25

10.2 Provide pricing for projects bid valued at MORE THAN \$75,000 (Annual Wage Order 26 Applies)

NO	OCCUPATIONAL TITLE	HOURLY RATE REGULAR TIME	HOURLY RATE OVERTIME
4.0	Laborer	\$ 44.64	\$ 66.96
5.0	Operating Engineer	N/A	N/A
6.0	Truck Driver	N/A	N/A
	Total of Lines 3.0 - 6.0	44.64	66.96

10.3 Percentage Mark-Up for Materials 5 %

10.4 Number of Years in Business: 41

10.5 References: Please attach references separately.

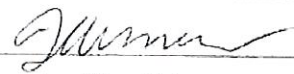
SIGNATURE: 	DATE: 11-20-19
NAME (PRINT): Jeff Shewmaker	PHONE: 816-229-2047
TITLE (PRINT): Commercial account manager	CELL: 816-514-6785
COMPANY NAME (PRINT): Guier Fence	FAX: 816-229-7483
E-MAIL ADDRESS (PRINT): jshewmaker@guierfence.com	
E-MAIL ADDRESS FOR PO'S (PRINT): jshewmaker@guierfence.com	
URL (PRINT): www.guierfence.com	

EXHIBIT A. INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance specified in this section. If due to the nature of the goods and/or services provided by the contractor, coverage listed below, an addendum shall be made to the contract requesting coverage and limits (e.g., water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor, written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate (Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is covered under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising Injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

- Workers Compensation Statutory
- Employers Liability \$500,000 each accident
- \$500,000 Disease-each employee
- \$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

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.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

CGL - \$1M / \$2M
Auto - \$1M
WC - \$1M
Umbrella - \$5M

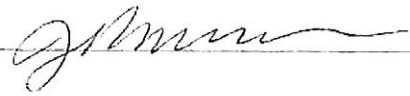
EXHIBIT F
BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 60-19

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. READ THIS PARAGRAPH CAREFULLY.

The following exceptions to the Specifications of Invitation to Bid No. 60-19 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	N/A

Name of Firm: Grier Fence

Signature of Bidder: 

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Invitation to Bid Number: 60-19
Invitation to Bid Title: Fencing Installation and Repair
Contracting Department: Parks + Rec
Bidder: Grier Fence

I, Jeff Shewmaker, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Invitation to Bid and the MBE/WBE/VBE Program and is given on behalf of the Bidder listed above. It sets out the Bidder's plan to utilize MBE, WBE and/or VBE prime and subcontractors on the Bid.
2. The bid goals set by Jackson County, Missouri are: **9.5% MBE 11.7% WBE and 9.5% VBE**. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

Bidder Participation: _____% MBE X _____% WBE _____% VBE

Total MBE Contract Value: \$ _____

Total WBE Contract Value: \$ _____

Total VBE Contract Value: \$ _____
(if applicable)

Total Contract Value: \$ _____

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above named bid. Bidder maintains that it either has a formal contract or a conditional contract contingent upon approval of Jackson County's acceptance of bid with the named firms below. If there are no VBE goals on the bid, all intended utilization must come from MBE, WBE, or VBE firms. If Bidder is a certified MBE, WBE, or VBE please list itself in the appropriate area.

No.	Description	Bidder Response:
a.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized	
	Contract Value:	
b.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
c.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
d.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
e.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

f.	WBE Firm/DBA (if applicable):	Guier Fence
	Certifying Agency and Expiration Date:	State of Missouri 2-9-2021
	Address (include County):	2501 NW Jefferson - Jackson County
		Blue Springs, MO 64015
	Telephone Number:	816-229-2047
	President/Owner:	Valerie Guier-Green
	Email Address:	jshewmaker@guierfence.com
	Scopes of Work Utilized:	fences & gates
	Contract Value:	
g.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
h.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
i.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
j.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

k.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
l.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
m.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
n.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
o.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

Bidder acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder participation. Bidder further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the approved participation.

If Bidder has not achieved both the MBE/WBE/VBE goal(s) set forth for this Bid, Bidder hereby requests a waiver or modification of the MBE, WBE and/or VBE goal(s) that the Bidder has failed to achieve. Bidder has attached to this Contractor Utilization Plan documentation of its Good Faith Efforts to achieve the MBE/WBE/VBE Contract Goals, including a narrative summary detailing these efforts and the reasons these efforts were unsuccessful. Examples of Good Faith Efforts may be found in section 645. of the Jackson County Code, available at the following link: <http://www.jacksongov.org/DocumentCenter/Home/view/304>."

I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder named below and who shall abide by the terms set forth herein:

Bidder Primary Contact: Jeff Shewmaker - [Signature]
Title: Commercial account manager
Date: 11-20-19

Subscribed and sworn to before me this 20 day of November, 2019.
My Commission Expires: 08-12-20
Tamara K. Clark
Notary Public

(Attach corporate seal if applicable)

TAMARA K. CLARK
Notary Public - State of Missouri
My Commission Expires August 12, 2020
Jackson County
Commission #12817820

For questions on this form please contact:

Tom Wyrsh
Director of Compliance Review Office
816-881-3302
twyrsh@jacksongov.org