



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

INVITATION TO BID NO. 33-16
ISSUED: May 6, 2016
PAGE 1 OF 22

Jackson County, Missouri is seeking bids for a **Twenty-Four (24) Month Term and Supply Contract**, with Three (3) Twelve Month Options to Extend, for the furnishing of **MARINE MOTOR SERVICE, REPAIR & PARTS** for the use by the Parks + Rec Department.

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 CDT on June 7, 2016**, otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CDT on June 7, 2016, 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 Jessica Johnson. All questions must be emailed to the Buyer @ jmjohnson@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; and (2) to reject any or all offers; and (3) split the contract award for Marine Motor Service, Repair & Parts.

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; and, (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Pages 17 thru 18 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.


Q. TROY THOMAS

Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT for the furnishing of **MARINE MOTOR SERVICE, REPAIR & PARTS** for use by the **Parks + Rec Department**.

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 beyond its original term for a time, not to exceed **36** month extensions, 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. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: _____ PHONE NO: _____
ADDRESS: _____ FAX NO: _____
NAME OF AUTHORIZED AGENT (print or type): _____ DATE: _____
SIGNATURE OF AUTHORIZED AGENT: _____ TITLE: _____
EMAIL ADDRESS OF AUTHORIZED AGENT: _____
FEDERAL ID NO: _____ and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)
* * * * *

SIGNATURE OF Q. TROY THOMAS: _____ DATE: _____

AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ of the City of _____
County of _____ State of _____ being duly sworn on her or his oath, deposes and says;

1. That I am the _____ (Title of Affiant) of _____ (Name of 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, 2015, 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.

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.

_____ (Name of Bidder)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____

NOTARY PUBLIC in and for the County of _____ (SEAL)

State of _____

My Commission Expires: _____

**JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM**

Report Date: _____ (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 _____
Street Address _____
City _____ State _____ Zip _____
Email Address: _____
Website Address: _____
Area Code _____ Telephone Number _____
Representative Name _____

2. COMPANY STATISTICS:

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

YES NO N/A

3. Has your company advertised for applicants since your report? _____
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? _____
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. _____

- | | 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?
<u>If so, please attach a narrative of such efforts.</u> | --- | --- | --- |
| 7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? | --- | --- | --- |

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 _____
 STREET ADDRESS _____
 REPRESENTATIVE NAME _____
 TELEPHONE NUMBER _____
 EMAIL ADDRESS _____
 WEBSITE ADDRESS _____

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT _____
 AMOUNT OF CONTRACT _____

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	---	---
2. Visual check	---	---
3. Other (specify) _____		

This Compliance Review Form was prepared and submitted by:

 Signature

 Name and Title

 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:	
Address with Zip Code:	
Federal Tax I.D. Number:	
Check One: Corporation Partnership Sole Proprietorship	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation:	Name of State(s) in which incorporated:
President's Name:	Vice-President's Name:
Secretary's Name:	Treasurer's Name:
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:	
No. of Permanent Employees:	Geographical Limits of Operation:
No. of years in business:	
Have you ever done business under a different name: Yes No (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes No (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:			
List of Current Contracts, Including Amount of Each:			
Customer Reference (state name, address, and phone number):			
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
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):		Title:	
Signature:		Date:	

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 reasons(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 _____ and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

Signature of Respondent

Date

Company Name

Address

City, State, and Zip

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 a response to a bid; 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" form. Bids submitted electronically, on computer diskettes, 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 **May 31, 2016**. 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 deadlines. 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 the 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 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. 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.

30. 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.

31. 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.

32. All prices are to be FOB Destination to the delivery point; all shipping, packing and drayage charges are the responsibility of the bidder. COD shipments will not be accepted.

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for the furnishing of **MARINE MOTOR SERVICE, REPAIR & PARTS** for use by the PARKS + REC DEPARTMENT.
- 1.2 Term of Contract: The term of this Contract will be Twenty-Four (24) Month Term and Supply Contract with Three (3) Twelve Month options to extend, subject to available funding.
- 1.3 Marine Motor Service, Repair & Parts will be on an “As Needed” basis.
- 1.4 Although exact usage cannot be determined, it is estimated that the County will spend approximately \$9,000.00 annually on this contract. The County may or may not exceed this amount.

2.0 AWARD REQUIREMENTS

- 2.1 **CERTIFICATE OF INSURANCE:** The Successful Contractor will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item 15 under “General Conditions” and Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this contract.
- 2.2 **W-9 FORM:** The Successful Contractor must provide a complete IRS W-9 Form for this contract.
- 2.3 **LICENSES AND PERMITS:** The Successful Contractor must provide upon written request evidence of current required Federal, State, Local and Occupational Licenses. The Successful Contractor shall secure all permits required by cities where work is taking place as necessary.
- 2.4 **CUSTOMARY EQUIPMENT:** The Successful Contractor is responsible for providing, maintaining and transporting all necessary and customary equipment needed to fulfill this contract. The County is not responsible for any damages to any of the Successful Contractor’s equipment or clothing due to loss, damage, destruction, or theft.

3.0 SPECIFICATIONS

3.1 GENERAL

- 3.1.1 To provide ‘As Needed’ Service, Repair & Parts to Marine Motors used in the County’s fleet of rental boats.
- 3.1.2 The County requires both “In Shop Labor Rate” and “At County Location Labor Rate” including a discount off manufacturers’ suggested list price for parts.
- 3.1.3 The County may purchase parts and perform repairs utilizing County Employees.
- 3.1.4 Marine Motors: Jackson County reserves the right to add and/or remove Marine Motors as necessary. The following Marine Motors are currently in use:

Johnson, 1998 to current, 9.9 hp to 115 hp
Evinrude, 1998 to current, 9.9 hp to 115 hp
Evinrude, E-Tech
Yamaha, 2009 to current

3.2 REQUIREMENTS/RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

- 3.2.1** Successful Contractor shall be an established, fully operational repair facility regularly engaged in the business of providing service and repair on Marine Motors for a minimum of five (5) consecutive years within the last seven (7) years. Attachment 2, page 20, containing comprehensive list of previous contracts, including phone number and address, must be submitted with your bid response.
- 3.2.1.1** Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation of this bid.
- 3.2.2** Successful Contractor shall have a facility equipped with all tools, equipment and supplies necessary to operate and fulfill the requirements of this contract.
- 3.2.3** Successful Contractor shall provide parts, labor, equipment, materials, tools, method of communication and supervision necessary for Marine Motor service and repair.
- 3.2.4** Successful Contractor shall have the ability to respond to requests for repairs within two (2) hours of request, if possible.
- 3.2.5** Successful Contractor shall be able to complete all service and repairs within three (3) calendar days. If more than three (3) calendar days is required to complete all necessary service and repairs, a request for extension may be obtained from the authorizing County Department.
- 3.2.6** Successful Contractor shall have a secure area in which to store County-Owned marine Motors which are on the Successful Contractor's premises for more than one (1) day.
- 3.2.7** Successful Contractor shall be responsible for risk of loss or damages to County-Owned Marine Motors while in the Successful Contractor's care, until work/repairs are accepted by the County and Marine Motor is returned to the County.
- 3.2.7.1** All necessary replacement or repair will be at the Successful Contractor's expense.
- 3.2.8** Successful Contractor must have Technicians with experience and trained in performing service related to, but not limited to service and repair on any or all of the following Marina Motors, but not limited to:
- Johnson
 - Evinrude
 - Evinrude E-Tech
 - Yamaha
- 3.2.8.1** Include with your bid response documentation representing the certifications and/or training your technicians have completed. Failure to submit the certifications and/or training documentation will result in the **REJECTION** of your bid.
- 3.2.9** Additional Services: If you provide additional services not listed herein and are offering to the County, please submit on your company's letterhead the additional services you have available with pricing for each. List of additional services you may have available are, but not limited to:
- Body Work
 - Electronic Repairs
 - Key Problems
 - Upholstery Service and Repair

3.2.10 Cost Estimate: Prior to commencing any work, the Successful Contractor shall prepare and submit a cost estimate to the Department ordering Marine Motor Service, Repair & Parts under this contract. The estimate must be reviewed and approved by the Department requesting service. Estimates will be firm and as accurate as possible without disassembly, if possible, and without delay to secure pricing from vendors.

3.2.10.1 Target/Ceiling Costs: Costs will be referred to as the target cost. All estimates will contain an estimated ceiling cost. The ceiling cost may NOT be exceeded without authorization of the Department. When during the course of service and/or repair job, it becomes apparent that the ceiling costs will be exceeded, the Successful Contractor will immediately inform the Department who approved the estimate, and prepare a new estimate with a revised target cost and new ceiling cost. The revised estimate must be approved prior to incurring costs beyond the previously agreed upon ceiling cost.

3.2.10.2 Labor Hour Costs: Labor hour cost will be at the rate shown in this Contract or lower.

3.2.11 Subcontracting: Subcontractors providing services under this Contract shall meet the same requirements and provide the same service and level of experience as required by this Contract. Successful Contractor shall assume all responsibility for coordination, control and performance of its subcontractors. Successful Contractor shall be solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

3.3 REPLACEMENT PARTS

3.3.1 All materials and replacement parts shall be new. Replacement parts shall meet or exceed all OEM specifications.

3.3.2 Remanufactured, rebuilt or after-market parts may be used at the County's discretion. All remanufactured, rebuilt or after-market parts must be approved by the authorizing Department prior to installation.

3.3.2.1 Parts shall carry a minimum 90-day parts and labor warranty to the respective County Department immediately after installation.

3.3.3 Guarantee: All work will be guaranteed against any defect due to faulty material or parts and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the County.

3.3.4 Warranty: The Successful Contractor shall provide complete warranty information to the County Department on all repairs, parts and labor repairs whether or not payment is made to the vendor.

3.3.5 Waste Reduction/Disposal: Waste reduction is very important to Jackson County. Minimizing the amount of material sent to landfills, as well as, using less energy and water is just a part of our waste reduction goal. The disposal of any material, waste, effluents, trash, garbage or oil, grease, chemicals, etc. resulting from service work, shall be disposed of in accordance with all applicable laws.

3.4 PURCHASE ORDERS

3.4.1 If awarded a Contract as a result of this bid, the Successful Contractor 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.

3.4.1.1 Blanket Purchase Orders will be issued by the Purchasing Department as authority for using department to purchase in compliance with this Contract.

3.4.1.2 Purchase Orders showing actual line items may be issued against this Contract.

3.5 PRICING, BILLING, and INVOICING

3.5.1 Pricing: Prices on labor rates, fees and parts are to be firm and fixed for the period of the contract. Prices will be based on percentage discounts from current printed price lists as entered by supplier.

3.5.1.1 Percentages of discount shall remain firm during the term of this contract and its extensions.

3.5.1.2 Price Increases: Price increases on labor and repair rates will be accepted during the term of the contract **only under the following circumstances:**

3.5.1.2.1 Price increases apply to the general public

3.5.1.2.2 Stated **in writing**, with back up documentation by the Successful Contractor to the Purchasing Department.

3.5.1.2.3 No price increases allowed during the first six (6) months of any resulting contract.

3.5.2 Billing

3.5.2.1 Hourly Rates billed shall begin when the Successful Contractor's employee begins work on County-Owned Marine Motor.

3.5.2.2 Stop Work Order: The County reserves the right to order all work stop (cease) on a work order, if necessary. At such time a cease work order is issued, the County will be obligated only for work performed up to the issuance of the stop work order, and only if the work was approved prior to the time the cease work order was issued.

3.5.2.3 Fuel Surcharges: **NO FUEL SURCHARGES** allowed during the term of this contract or any of its extensions. The Successful Contractor will not bill Jackson County for any fuel surcharges throughout the term of this contract and any of its extensions.

3.5.3 Invoicing: A fully itemized invoice must be submitted.

3.5.3.1 All invoices must contain a complete itemized detail of the following:

- Repairs
- Parts or Materials Used
- Labor Hours
- Hourly Labor Rate
- Make and Model of Motor

3.5.3.2 Labor rates on each service will be separated and listed on the invoice.

4.0 REQUIRED SUBMITTALS

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

4.1.1 Contractor's Signature Portion, Page 2

4.1.2 Affidavit, Page 3

- 4.1.3 Compliance Review Form, Page 4-5; or a copy of current Certificate of Compliance from Jackson County, Missouri as outlined above.
- 4.1.4 Statement of Contractor's Qualifications, Page 6-7
- 4.1.5 Acknowledgement of Receipt of Addenda, Page 9
- 4.1.6 Bidder's Quotation, Attachment 1, Pages 19
- 4.1.7 Bidder's References, Technician Qualifications & Years in Business, Attachment 2, Page 20
- 4.1.8 Bidder's Exceptions, Exhibit F, Page 22
- 4.1.9 Technicians' Certifications/Training (copies only), Page 15, paragraph 3.2.8.1
- 4.1.10 Additional Services Offered, Page 15, paragraph 3.2.9

- 4.2 All responses to the Invitation to become the property of the County and will not be returned.
- 4.3 Bid shall be in an opaque envelope or box with this Invitation to Bid name and number and the Bidder's name and address on the front.
- 4.4 Expenses and costs incurred in the preparation of bids in response to this Invitation to Bid are the sole responsibility of the Bidder and shall not be reimbursed by the County.
- 4.5 Invitation to Bid Deadline and Delivery Instructions are on Page 1 of this Invitation to Bid.
- 4.6 Failure to include any of the items listed in Section 4.1 may result in the REJECTION of your bid.

5.0 EVALUATION PROCESS

- 5.1 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 will evaluate responses and make recommendations for award.
- 5.2 Jackson County, Missouri shall be the sole judge of the bids submitted for this Invitation to Bid and its decision shall be final.

6.0 QUESTIONS

- 6.1 All Questions regarding this Invitation to Bid **must be in writing and emailed** as detailed under General Conditions, Item Number Five (5) on Page Ten (10) OF THIS Invitation to Bid by May 31, 2016 by 5:00 PM, CDT. Point of Contact for this Invitation to Bid is Jessica Johnson, email address: jmjohnson@jacksongov.org.
- 6.2 All answers to questions will be published on the County's website in the form of Addenda.
- 6.3 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.

ATTACHMENT 1
BIDDER'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 33-16

NO	DESCRIPTION	COSTS
Service & Repair		
1.	Labor Rate, Shop, Regular Work Hours, Monday-Friday, 8:00 am – 5:00 pm	\$
2.	Labor Rate, Shop, Emergencies with work performed After Hours, Weekends, Holidays and Evenings	\$
3.	Labor Rate, At County Location, Regular Work Hours, Monday-Friday, 8:00 am – 5:00 pm	\$
4.	Labor Rate, At County Location, Emergencies with work performed After Hours, Weekends, Holidays and Evenings	\$
5.	Parts, new, discount	%
6.	Parts, remanufactured, rebuilt, or after market, discount	%
7.	Fee for Repair Estimate, if applicable	\$
Parts Only		
8.	Parts, new, discount	%
9.	Parts, remanufactured, rebuilt, or after market, discount	%
10.	Delivery charges, if any	\$
Shop Locations: Include complete address and phone number for each location.		
Indicate Days of Operation (below)		Indicate Hours of Operation (below)
Points of Contacts for Service & Repairs: Include Name and Phone		
Regular Work Hours POC		
After Regular Work Hours POC		

NOTE: Use additional pages as necessary to complete your bid.

CERTIFICATION

SIGNATURE:	DATE:
NAME: (Print or Type)	PHONE:
TITLE: (Print or Type)	MOBILE:
COMPANY NAME: (Print or Type)	FAX:
EMAIL ADDRESS: (Print or Type)	

ATTACHMENT 2
 Bidder's References, Technician Qualifications and Years in Business
 for
 JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 33-16

REFERENCES

COMPANY NAME	ADDRESS	PHONE NO.	CONTACT NAME	DESCRIBE IN DETAIL THE SERVICES PROVIDED

TECHNICIAN QUALIFICATIONS

NO	DESCRIPTION	INDICATE YES OR NO <small>(circle one)</small>	
1.	Johnson	YES	NO
2.	Evinrude	YES	NO
3.	Evinrude E-Tech	YES	NO
4.	Yamaha	YES	NO

Note: Indicate Yes or No (circle one) for Service and Repair Technicians available for each Marine Motor brand.

NUMBER OF YEARS IN BUSINESS: _____

CERTIFICATION

SIGNATURE:	DATE:
NAME: (Print or Type)	PHONE:
TITLE: (Print or Type)	MOBILE:
COMPANY NAME: (Print or Type)	FAX:
EMAIL ADDRESS: (Print or Type)	

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of 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. All Liability policies required are to be 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 \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor 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.

