



## **PURCHASING DEPARTMENT**

415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

816-881-3267  
Fax 816-881-3268

INVITATION TO BID NO. 34-16  
ISSUED: May 16, 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 **EMERGENCY SEWER REPAIR SERVICE AND PUBLIC SEWER, STORM SEWER & CULVERT CLEANOUT SERVICE** for the use by **VARIOUS COUNTY DEPARTMENTS**.

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 14, 2016**, otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CDT on June 14, 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](mailto: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 Emergency Sewer Repair Service and Public Sewer, Storm Sewer & Culvert Cleanout Service.

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, Page 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 **EMERGENCY SEWER REPAIR SERVICE AND PUBLIC SEWER, STORM SEWER & CULVERT CLEANOUT SERVICE** for use by **Various County Departments**.

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)  
\* \* \* \* \*

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

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 31<sup>st</sup>)

**DIRECTIONS FOR COMPLETION:**

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1<sup>st</sup> 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 12<sup>th</sup> Street - 2<sup>nd</sup> Floor  
Kansas City, Missouri 64106  
EMAIL: [cro@jacksongov.org](mailto: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?<br><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 <b>SOLE PROPRIETORSHIP</b> , state name, address and phone number of owner:	
<b>If CORPORATION:</b>	
Date of Incorporation:	Name of State(s) in which incorporated:
President's Name:	Vice-President's Name:
Secretary's Name:	Treasurer's Name:
<b>If PARTNERSHIP:</b>	
Is the Partnership:          General          Limited          Association          (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
<b>GENERAL INFORMATION:</b>	
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 **June 7, 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](http://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 EMERGENCY SEWER REPAIR SERVICE AND PUBLIC SEWER, STORM SEWER & CULVERT CLEANOUT SERVICE for use by Various County Departments.
- 1.2** Term of Contract: The term of this Contract will be Twenty-Four (24) Month Term and Supply Contract with Three (3) Twelve Moth options to extend, subject to available funding.
- 1.3** Emergency Sewer Repair and Public Sewer, Storm Sewer & Culvert Cleanout Service will be on an “As Needed” basis.
- 1.4** Although exact usage cannot be determined, it is estimated that the County will spend approximately \$24,000 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” Emergency Sewer Repair Service and Public Sewer, Storm Sewer & Culvert Cleanout Service to County Responsible Sewer lines.
- 3.1.2** Successful Contractor must provide twenty-four (24) hour, seven (70 days a week availability including holidays, using Contractor’s equipment for emergency sewer repair service to unclog public sewer line and televising of lines as requested by the Public Work Department.
  - 3.1.2.1** Contractor must guarantee a one (1) hour or less arrival time.
- 3.1.3** All work is to be done on existing lines. No boring or tunneling required.
- 3.1.4** Pricing to be FOB Destination Only, Contractor pays all freight.

- 3.1.5** Successful Contractor shall conduct the 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 and other materials necessary to provide safety warning to the public.
- 3.1.6** Successful Contractor shall remove from the premises and properly dispose of all waste material and debris resulting from their work. The Successful Contractor shall keep packaging, waste, and debris picked up as the work progresses. The job site shall be left neat and clean.
- 3.1.7** Successful Contractor shall protect 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.
- 3.1.8** Cost Estimates: Prior to commencing any work, the Successful Contractor shall prepare and submit a cost estimate to the Department ordering work under this contract. The estimate must be reviewed and approved by a Department Supervisor. The estimate may become part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.
- 3.1.8.1** Estimates will be firm and accurate as possible without equipment disassembly, if possible and without delay to secure parts pricing from vendors. These costs will be referred to as the target cost.
- 3.1.8.2** Ceiling Costs: All estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the Department Supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Successful Contractor will immediately inform the Department Supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimate must be approved prior to incurring costs beyond the previously agreed ceiling cost.
- 3.1.8.3** Labor Hour Costs: Labor hour costs will be at the rate shown in this Contract or lower.

### **PUBLIC WORKS EMERGENCY SEWER REPAIR SERVICE**

- 3.1.9** Special Equipment Necessary to Provide Services:
- 3.1.9.1** Water jet truck with water tank and 1000 foot minimum hose.
- 3.1.9.2** Root removal nozzles and attachments capable of unclogging PVC and clay sewer lines 4 inches, 6 inches, 8 inches, and 10 inches in diameter.
- 3.1.9.3** Roding equipment.
- 3.1.9.4** Television equipment, labor and supervision to perform color closed circuit television inspection and provide detailed reports.
- 3.1.9.4.1** Reports are to be in writing, submitted the same day of work completion, and shall include:
- Identification of manholes
  - Other significant findings (i.e tie-ins, blockages, cracks, failed joints, apparent grease level, etc.)
  - Accurately referenced in feet and directional location
  - Weather conditions

- Time of day

**3.1.9.4.2** A color VHS video tape of the televising shall be submitted along with the report. Video shall also have audio and visual references as indicated in the report.

**3.1.10** Jackson County to Provide:

- 3.1.10.1** Access right-of-way to manholes.
- 3.1.10.2** Locate and expose hidden or buried manholes.
- 3.1.10.3** Provide water after contractor supplies initial load.

**NOTE: The Successful Contract must supply full tank of water for initial load.**

**SEWER SUMMARY**

LOCATION	SEWER DISTRICT	SEWER LINE LF	MANHOLES
1	102 – Carriage Oaks, on southeast corner of Colbern Road and MO Hwy 7 intersection	3,300+	11+
2	103 – Trophy Estates, One Harris Road, south of 50 Hwy, West of MO Hwy 7	5,600+	19+
3	Jackson County, 34900 East Old US 40 Highway, Oak Grove	30+	0

PVC sewer lines sizes: 4”, 6”, 8”, 10” in diameter.

Distance from manhole to manhole: 60’ to 490.5’.

**ROAD & BRIDGE DIVISION OF THE PUBLIC WORKS DEPARTMENT PUBLIC SEWER, STORM SEWER, AND CULVERT CLEANOUT AND VARIOUS DEPARTMENT MISC. EMERGENCY SEWER REPAIRS AND SERVICES “AS NEEDED” TO VARIOUS COUNTY LOCATIONS**

**3.1.11** Emergency storm sewer and culvert locations will be handled on an “As Needed” basis and is subject to any area within unincorporated Jackson County for the Road & Bridge Division of the Public Works Department.

**3.1.12** Additional Locations: The following locations would require service only on an “As Needed” basis:

- Kansas City Courthouse, 415 East 12<sup>th</sup> Street, Kansas City, MO 64106
- Independence Annex, 208 West Kansas, Independence, MO 64050
- Independence Square Courthouse, 112 West Lexington, Independence, MO 64050
- CJB building, 1305 Locust, Kansas City, MO 64106
- Old City Hall, 200 South Main, Independence, MO 64050
- Prosecuting Attorney’s Office, 321 West Lexington, Independence, MO 64050
- Courts/Detention Facility, 1315 Locust, Kansas City, MO 64106
- Detention Center, 1300 Cherry, Kansas City, MO 64106



### 3.2 PURCHASE ORDERS

**3.2.1** 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. Any work performed that is not covered by a purchase order will be at the Contractor's risk and expense. Failure to adhere to the policy will result in the immediate termination of said contract.

**3.2.1.1** Blanket Purchase Orders will be issued by the Purchasing Department as authority for using department to purchase in compliance with this Contract. This 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 is earlier.

**3.2.1.2** Purchase Orders showing specific line items may also be issued against this Contract.

### 3.3 PRICING, BILLING and INVOICING

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

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

**3.3.1.2** If more than one discount is offered, add additional lines on the Bidder's Quotation, Attachment 1, page 20.

**3.3.1.3** Submit with your bid webpage for current price lists on the Bidder's Quotation, Attachment 1, page 20. County Departments may request the Successful Contractor to provide price lists and catalogs.

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

**3.3.1.4.1** Price increases apply to the general public.

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

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

#### 3.3.2 Billing

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

**3.3.2.1.1** Successful Contractor shall not commence any work until they have notified the proper County Personnel of their arrival.

**3.3.2.1.2** Successful Contract WILL NOT be allowed travel time; the amount you feel necessary to cover travel time should be built in to your hourly rate.

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

**3.3.2.2** 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 its extensions.

**3.3.3 Invoicing:** Successful Contractor must submit, on a timely basis, an itemized detailed statement of services rendered, including the following:

- Name of County personnel authorizing the work
- Name of Contractor's Employee(s) who worked the job
- The hours and rates spent on each job for each given day
- A list of all materials used for each job and the location
- When parts are used for the job, the percentage of cost must also be shown on invoice
- Purchase Order number shall be designated on all invoices

**3.3.3.1** Each invoice must reflect only the merchandise relating to one purchase order. Multiple orders may be shipped together, but each order requires individual invoicing.

**3.3.3.2** Successful Contractor must 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.

**3.3.3.2.1** Requests for payment shall be submitted by job.

**3.3.3.3** For prompt payment, all invoices (an original and one duplicate), and copies of work orders shall be sent directly to the Department listed on Purchase Order.

#### **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, Page 20
- 4.1.7** Bidder's Exceptions, Exhibit F, Page 22

**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 June 7, 2016 by 5:00 PM, CDT. Point of Contact for this Invitation to Bid is Jessica Johnson, email address: [jmjohnson@jacksongov.org](mailto: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. 34-16**

NO	DESCRIPTION	PRICE PER HOUR
<b>Emergency Sewer Repair &amp; Public Sewer, Storm Sewer and Culvert Cleanout Service</b>		
1.	Regular Hourly Rate to Unclog Public Sewer	\$
2.	Overtime Hourly Rate to Unclog Public Sewer	\$
3.	Regular Hourly Rate to Televiser Sewer Lines	\$
4.	Overtime Hourly Rate to Televiser Sewer Lines	\$
5.	Regular Hourly Rate to Unclog Storm Sewer	\$
6.	Overtime Hourly Rate to Unclog Storm Sewer	\$
7.	Regular Hourly Rate to Unclog Culver Pipe (pipe may be metal, concrete, or HDPE)	\$
8.	Overtime Hourly Rate to Unclog Culver Pipe (pipe may be metal, concrete, or HDPE)	\$
9.	Minimum hours required, if any	hours
<b>Misc. Service not listed above</b>		
10.	Regular Hourly Rate	\$
11.	Overtime/Holiday Hourly Rate	\$
<b>Materials</b>		
12.	Materials, percentage off manufacturers' list price	%
<b>Indicate Regular Days of Operation</b> (below)		<b>Indicate Regular Hours of Operation</b> (below)
<b>Points of Contacts for Service &amp; Repairs: Include Name and Phone</b>		
Regular Work Hours POC		
After Regular Work Hours POC		

**NOTE:** To be considered for award of misc. items, the Successful Contractor(s) must complete item no. 12. If no discount is offered, you must indicate a zero (0) or NONE. If you are offering different discounts by manufacturer, category, or price list, use additional sheets as necessary to complete your bid.

**Webpage for Misc. Catalog Items (if applicable):** \_\_\_\_\_

**CERTIFICATION**

SIGNATURE:	DATE:
NAME: <span style="float: right;">(Print or Type)</span>	PHONE:
TITLE: <span style="float: right;">(Print or Type)</span>	MOBILE:
COMPANY NAME: <span style="float: right;">(Print or Type)</span>	FAX:
EMAIL ADDRESS: <span style="float: right;">(Print or Type)</span>	

## **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.

