



Johnson County Commission

Troy A. Matthews
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
(660) 747-6161 - Fax 747-9332
www.jococourthouse.com

SOLICITATION TITLE: On-call Heating, Ventilation, and Air Conditioning (HVAC) System Repair and Maintenance (Term & Supply) for Johnson County, Missouri.

SOLICITATION TYPE:

- () = Full / Formal Bid for Products *or* Materials *ONLY*.
- (✓) = Full / Formal Bid for Products *and* Services.
- () = Full / Formal Bid for *Services ONLY*.
- () = Full / Formal Request for Proposals.
- () = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

DATE OF ISSUANCE	January 23, 2023
QUESTIONS AND CLARIFICATIONS DEADLINE	1:30 p.m. (CST) on Tuesday, February 14, 2023
BID SUBMISSION DEADLINE	1:30 p.m. (CST) on Thursday, February 23, 2023
COUNTY CONTACT PERSON	Jennifer Powers, Chief Deputy Clerk
COUNTY CONTACT INFORMATION	(660) 747-6161 jpowers@jococourthouse.com

Responding Vendor / Company Name

City / State

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Request for Bid Title/Name:

**On-call Heating, Ventilation, and Air Conditioning (HVAC) System Repair and Maintenance
(Term & Supply)**

PLEASE MARK YOUR ENVELOPE "**SEALED BID HVAC WORK**"

RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

RETURN ONE (1) DIGITAL COPY IN .PDF FORMAT ON A STANDARD USB DRIVE.

Bid Submission

Location / Mail Address: Johnson County – County Clerk
Attn: Diane Thompson, County Clerk
300 North Holden Street, Suite 201
Warrensburg, Missouri 64093
Phone: (660) 747-6161

Bid Opening

Location / Address: Johnson County Courthouse - Commission Chambers
300 N. Holden Street
Warrensburg, Missouri 64093

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein *or* to offer a "No Bid."

Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as **initial all pages**. *An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

_____		_____	
Company Name		Authorized Person (Print)	
_____		_____	
Address		*Signature	
_____		_____	
City / County / State / Zip		Title	
_____		_____	
Telephone #	Fax #	Date	Federal Tax ID #
_____	_____	_____	_____
*E-mail (MUST be legible.)		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	
_____		_____	

INTRODUCTION & BASIC PROCESSING INFORMATION:

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S.

All formal invitations for bid are handled by the Johnson County Clerk. However, technical requirements and product specifications are the responsibility of the specific requesting department as listed in Section 2. Specifications.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.22 for the process to submit questions.

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Section #1 includes instructions, conditions, guidelines, requirements, and other key factors.

**Use a checkmark (✓), in the box adjacent to the section number, in order to acknowledge each of the following items. Any item unchecked in this section, will be considered non-responsive and may be disqualified.**

**Section 1. INSTRUCTIONS AND GENERAL CONDITIONS**

1.1

*Sealed responses* may be submitted to the Johnson County Clerk until the bid submission deadline and time indicated herein, subject to Instructions and General Conditions and any special conditions.

1.2

*Sealed Responses* must be delivered before “Bid Submission Deadline” as listed on page one, to the Johnson County Clerk as listed on page two.

1.3

It is the Bidder’s responsibility to ensure responses are delivered in a timely fashion to the Clerk’s Office. Courier or hand delivery is recommended.

1.4

Late Packages: The County will not accept any response received after the bid submission deadline time. Late arrivals are considered “NON-RESPONSIVE” and will not be opened or returned.

1.5

Opening: Bids will be opened publicly at “Opening Date/Time” and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.

1.6

Award/Timeline: Recommendation for award will be made formally to the Johnson County Clerk as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed, 10 or more days, for any reason.

1.7

Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Johnson County Commission.

1.8

Sealed & Marked: Responses must be submitted in a sealed envelope or box with the outside marked as indicated on page 2. List the bid name on the outside surface of the box or envelope and note “*Response to Request for Bid enclosed*” with a return name & address. No fax or electronic transmitted responses will be accepted.

1.9

Bidder Expenses: This County is not responsible for any expenses, which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.

1.10

Presentations/Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.

1.11

Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.

1.12

Bid Rejection: The Johnson County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.

1.13

Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.

1.14

Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Johnson County will process payment in full. Invoices need to be issued and mailed to the requesting department - not to the Clerk.

1.15

Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.

1.16

Any award agreement shall take effect upon the approval by the Johnson County Commission.

1.17

Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.

1.18

Direct Email Address: An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors. Please do not call for results.

1.19

Bid results are posted on the County website at: <https://jococourthouse.com/bids.html>

1.20

All questions regarding this solicitation must be submitted to Jennifer Powers via email by the time indicated on page 1. To arrange for optional visits to the individual buildings, contact the building point of contact listed in Section 2 within this request. Visits may not be conducted after February 14, 2023.

1.21

If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications.

1.22

Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.

1.23

Addenda are valid only if in writing and issued by the Johnson County Clerk's Office.

1.24

Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe.

1.25

When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.

1.26

Any necessary Addendum will be posted on the Johnson County website with the original solicitation. An indication will be in red and placed at the end of the affected proposal.

1.27

Award of Contract: Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary vendor, then tertiary vendor. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.

1.28

Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFB and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: \_\_\_" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.

1.29

Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."

1.30

Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <https://jococourthouse.com/bids.html> If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.

1.31

Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.

1.32

Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Johnson County, Missouri.

1.33

Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost.

1.34

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

1.35

Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Johnson County Clerk's Office ((660) 747-6161) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

## Section 2. SPECIFICATIONS

The Johnson County Clerk's Office will accept and review responses to this RFB in an effort to complete the purchase of the following term & supply service:

Furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **ongoing, as needed** Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repair for **ALL** Johnson County properties and facilities - **COUNTY WIDE**. This contract will cover Modifications, Remodels, New Facilities, and certain other unexpected needs. All items asked for within the pricing response table, **MUST** be completed.

As required in 1.20, the list of building contacts below **MUST** be contacted via email to arrange for an optional building visit. These request emails sent to building contacts **MUST** also be courtesy copied (cc) to Jennifer Powers at: [jpowers@jococourthouse.com](mailto:jpowers@jococourthouse.com) Building contacts may not be able to answer specific questions concerning HVAC systems or other building technical systems:

For each of the County-owned facilities listed on below, please contact the designated person as follows:

Building #1: Joe Epps – Email: JEpps@jocomosheriff.org

Building #2: Mark Reynolds – Email: mreynolds@jocoassessor.com

Buildings #3 and #4: Jimmy Tye – Email: jtye@jacobarn.com

Buildings #5, #6, #7 and #8: Mitch Marquess – Email: joco.mo.maint.dept@gmail.com

PLEASE NOTE: These buildings will be closed on February 13 and February 20 due to observed state holidays.

**Please check (✓) off the appropriate box to indicate compliance** with the specifications. The County will always look for 100% COMPLIANCE. These “SPECIFICATIONS” and “STANDARD TERMS AND CONDITIONS” are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All “D” check (✓) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

**C = Comply with item. (In some cases, this will serve as a simple acknowledgement.)**

**D = Do not / cannot comply with item.**

- | C   | D   |                                                                                                                                                                                                                                                                                                                                                                         |
|-----|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ___ | ___ | 2.1 Current Johnson County locations/properties requiring HVAC Maintenance & Repair needs are as follows (not in priority order):                                                                                                                                                                                                                                       |
|     |     | 1. Detention Center, 278 SW 871 <sup>st</sup> Road, Centerview MO 64019                                                                                                                                                                                                                                                                                                 |
|     |     | 2. South Annex (Collector & Assessor), 1301 S. Maguire Street, Warrensburg MO 64093                                                                                                                                                                                                                                                                                     |
|     |     | 3. Road & Bridge Department Building, 335 E. North Street, Warrensburg MO 64093                                                                                                                                                                                                                                                                                         |
|     |     | 4. Road & Bridge Department Building, 401 E. 10 <sup>th</sup> Street, Holden MO 64040                                                                                                                                                                                                                                                                                   |
|     |     | 5. Justice Center, 101 W. Market Street, Warrensburg MO 64093                                                                                                                                                                                                                                                                                                           |
|     |     | 6. Courthouse, 300 N. Holden Street, Warrensburg MO 64093                                                                                                                                                                                                                                                                                                               |
|     |     | 7. MU Extension Offices/Maintenance Workshop/Former Jail, 135 W. Market Street, Warrensburg MO 64093                                                                                                                                                                                                                                                                    |
|     |     | 8. Former Emergency Management Agency (EMA) building (Vacant) 122 Hout Street, Warrensburg MO 64093                                                                                                                                                                                                                                                                     |
| ___ | ___ | 2.2 In the event any provisions of the contract are not fulfilled by Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice.                                                                               |
| ___ | ___ | 2.3 Subcontractors shall NOT be used without prior approval by the County.                                                                                                                                                                                                                                                                                              |
| ___ | ___ | 2.4 Contractor to whom this contract is awarded must provide evidence of past experience in the type of work as outlined in the attached specifications for a minimum of three years.                                                                                                                                                                                   |
| ___ | ___ | 2.5 Contractor, at the time of any response to this solicitation, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by this solicitation - pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. |
| ___ | ___ | 2.6 Copies of licenses should be submitted with the bid indicating that the Bidder is licensed to perform the activities or work included in any subsequent Agreement based on Bidder’s pricing response, etc.                                                                                                                                                          |

- — 2.7 Contractor is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work.
- — 2.8 Special attention is called to, but not limited to, the local environmental ordinances.
- — 2.9 Ignorance on the part of the Bidder will in no way relieve the Bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.
- — 2.10 In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with all pertinent requirements of the local codes and utility companies.
- — 2.11 Also, familiarity and compliance with the National Electric Code, latest edition as well as the Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- — 2.12 Contractor will be responsible for obtaining any and all required permits.
- — 2.13 County's agreement (Bid) name must appear on all invoices.
- — 2.14 All contracted work done for the County on a "time and material" basis must include the following information with all invoices. If it is not included on the invoice, it will be returned to the contractor for additional information before payment will be made.
- Name of the County location where work was performed.
  - Date(s) work performed.
  - Itemized list, with costs of material, if any, and Labor cost per hour.
- — 2.15 Contractor shall provide unlimited service during normal business hours.
- — 2.16 Normal business hours are Mon. – Fri. 7a.m. to 5p.m. – excluding holidays.
- — 2.17 County calls for service should be returned within a reasonable timeframe and Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the work.
- — 2.18 Contractor may be required to perform emergency repairs at times other than normal working hours and should be in a position to be available on a twenty-four (24) hour basis for such emergency work.
- — 2.19 Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- — 2.20 Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles.
- — 2.21 The flow of vehicular traffic shall not be impeded at any time.
- — 2.22 The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract.
- — 2.23 Workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended).



- \_\_\_ \_\_\_ 2.24 All work shall be executed by personnel skilled in their respective lines of work.
- \_\_\_ \_\_\_ 2.25 Contractor shall keep the premises clean of rubbish and debris generated by the work involved and shall leave the premises neat and clean.
- \_\_\_ \_\_\_ 2.26 Contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris.
- \_\_\_ \_\_\_ 2.27 The work area shall be cleaned at the end of each workday.
- \_\_\_ \_\_\_ 2.28 All materials, tools, equipment, etc., shall be removed or safely stored.
- \_\_\_ \_\_\_ 2.29 County is not responsible for theft/damage to the contractor's property.
- \_\_\_ \_\_\_ 2.30 All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.
- \_\_\_ \_\_\_ 2.31 Contractor shall request a Johnson County Supervisor specific to any certain project, maintenance, or repair area, to conduct a site inspection after work is completed.
- \_\_\_ \_\_\_ 2.32 Final approval is contingent upon this final inspection.
- \_\_\_ \_\_\_ 2.33 Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities.
- \_\_\_ \_\_\_ 2.34 Repair and restoration shall be to the satisfaction of the County.
- \_\_\_ \_\_\_ 2.35 Any repair/restoration of these damages shall be performed at no cost to the County.
- \_\_\_ \_\_\_ 2.36 Contractor shall guarantee all work performed under this contract.
- \_\_\_ \_\_\_ 2.37 Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used.
- \_\_\_ \_\_\_ 2.38 All repairs shall be warranted for a minimum of ninety (90) calendar days from the date of repair.
- \_\_\_ \_\_\_ 2.39 If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County.
- \_\_\_ \_\_\_ 2.40 Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor.
- \_\_\_ \_\_\_ 2.41 Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the contractor.
- \_\_\_ \_\_\_ 2.42 All materials provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation.
- \_\_\_ \_\_\_ 2.43 All equipment shall be modern in design and shall not have been in prior service.
- \_\_\_ \_\_\_ 2.44 Replacement parts furnished must be of the same manufacturer / equal product.
- \_\_\_ \_\_\_ 2.45 Portal-to-Portal mobilization is allowed, not to exceed one-hour total.
- \_\_\_ \_\_\_ 2.46 Contractor is expected to have basic tools and stock on board.
- \_\_\_ \_\_\_ 2.47 Travel for specialty items is compensable.
- \_\_\_ \_\_\_ 2.48 County will allow for a two-hour minimum charge, which includes mobilization.
- \_\_\_ \_\_\_ 2.49 All jobs are expected to require one (1) service person.

- — 2.50 Authorized County representatives must approve of multiple service people before the work is started.
- — 2.51 Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, exclusive of taxes.
- — 2.52 Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair.
- — 2.53 If a repair is expected more than twelve (12) hours, that specific Supervisor will be advised and informed of the issues for the shutdown.
- — 2.54 Contractor must agree to work alongside County Employees. (County Employees with Road & Bridge as well as Buildings and Grounds are well versed regarding their responsibilities - many considered expert in numerous maintenance and repair areas).
- — 2.55 Prices quoted shall be FOB various County locations, unloaded and installed.
- — 2.56 Contractor shall not commence work under this contract until they have obtained all insurance required and has been approved by the County.
- — 2.57 All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- — 2.58 Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers Compensation Insurance for all of their employees who set foot on Johnson County Property, and in case any work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of their employees unless such employees are covered by the protection afforded by the Contractor.
- — 2.59 Worker's Compensation coverage shall meet Missouri statutory limits.
- — 2.60 Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.
- — 2.61 In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not protected.
- — 2.62 Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them.
- — 2.63 The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
- — 2.64 If providing Comprehensive General Liability Insurance, Proof of Coverage of Insurance shall be included.

- — 2.65 Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Johnson Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice.
- — 2.66 In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the work provided.
- — 2.67 Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injuries, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- — 2.68 Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of Comprehensive General Liability Insurance.
- — 2.69 Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract.
- — 2.70 The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits.
- — 2.71 Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- — 2.72 Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Johnson- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice
- — 2.73 In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the work provided.
- — 2.74 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Johnson, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Johnson from its own negligence.
- — 2.75 If a Sub-Contractor is needed, and approved, County will provide the Awarded Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Johnson County, Missouri.
- — 2.76 Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work.
- — 2.77 All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Johnson County and contain the Bid name assigned by Johnson County for the contract awarded.

- \_\_\_ \_\_\_ 2.78 It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt.
- \_\_\_ \_\_\_ 2.79 Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond a certificate expiration date.
- \_\_\_ \_\_\_ 2.80 Contractor shall be responsible for retaining a copy of the project exemption certificate for five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified.
- \_\_\_ \_\_\_ 2.81 Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- \_\_\_ \_\_\_ 2.82 It is the Bidder's responsibility to become fully informed as to where services are provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities.
- \_\_\_ \_\_\_ 2.83 ALL work shall comply with Prevailing Wage requirements per State of Missouri Annual Wage Order #[29] specific to Johnson County, fully attached to this solicitation.
- \_\_\_ \_\_\_ 2.84 All pricing **MUST** include service, labor, and materials.
- \_\_\_ \_\_\_ 2.85 Given the requested term for these services, County accepts the possibility of pricing fluctuations and therefore will consider a reasonable / justifiable variation, at our discretion, during the ongoing renewal options included with this Agreement timeframe post award. The maximum allowable pricing increase, post award, cannot exceed 5% without contacting one of the aforementioned County Commissioners to gain written an exception approval.
- \_\_\_ \_\_\_ 2.86 County will not be required to purchase any/all, nor minimums/maximums as per the specifications listed within this solicitation.
- \_\_\_ \_\_\_ 2.87 All WARRANTY information must be included.

2.88 **PRICING:** The Bidder hereby proposes to furnish the equipment/material/services as indicated below, provided to the County with transportation charges pre-paid, and for the price quoted below. All equipment/material/services to be furnished in accordance with the County of Johnson Missouri specifications attached hereto.

2.89

| ITEM                                                           | DESCRIPTION:    | UNIT PRICE     |
|----------------------------------------------------------------|-----------------|----------------|
| Material (Total Cost plus %)                                   | \$0-\$2,499     | _____ %        |
| Material (Total Cost plus %)                                   | \$2,500-\$4,499 | _____ %        |
| Material (Total Cost plus %)                                   | \$4,500 and up  | _____ %        |
| Rental Equipment (Cost plus %)                                 |                 | _____ %        |
| HVAC Work Services (Straight Time)                             |                 | _____/per hour |
| Rate per hour for each additional worker (Straight Time)       |                 | _____/per hour |
| HVAC Work Services (Nights and Weekends)                       |                 | _____/per hour |
| Rate per hour for each additional worker (Nights and Weekends) |                 | _____/per hour |
| HVAC Work Services (Holidays)                                  |                 | _____/per hour |
| Rate per hour for each additional worker (Holidays)            |                 | _____/per hour |

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this ongoing Request for Bid.

This contract agreement will expire at 11:59 p.m. on March 3, 2024 unless extended by written mutual agreement of both parties.

\_\_\_\_\_ Today's Date: \_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Type or Print Name

**NOTE: Bidders must procure and maintain, at a minimum, the following policies of insurance against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the subject matter of the request for bid: (1) workers' compensation insurance for all employees as required by state law; (2) comprehensive general liability insurance in an amount not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (3) automobile liability insurance during the term of the Agreement not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to protect themselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during the term of the Agreement in an amount which will adequately cover the potential loss or damage to such items. The bidder shall furnish the County with Certificates of Insurance establishing the insurance requirements as set forth in this section. Each policy of insurance must contain a thirty (30) day mandatory cancellation notice.**

**Bidder's Initials \_\_\_\_\_**

### 3. STANDARD TERMS AND CONDITIONS

- | C   | D   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ___ | ___ | 3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ___ | ___ | 3.2 All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt.                                                                                                                                                                                                                                                                                   |
| ___ | ___ | 3.3 The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFB or response.                                                                                                                                                                                                                                                                                                                                                 |
| ___ | ___ | 3.4 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.                                                                                                                                                                                                                                                       |
| ___ | ___ | 3.5 Include an updated W-9 form with company information and signature, with formal, legal, company name.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ___ | ___ | 3.6 The Johnson County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or technicalities and to accept the offer the County Commission considers the most advantageous to the County. Johnson County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.                                                                                                                          |
| ___ | ___ | 3.7 Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid.                                                                                                                                                                                                                                                                                                                                                              |
| ___ | ___ | 3.8 When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.                                                                                                                                                                                                                                                                                                              |
| ___ | ___ | 3.9 The delivery date shall be identified by specific date, unless otherwise indicated.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ___ | ___ | 3.10 The County Commission reserves the right to cancel all or any part of an order if delivery is not made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the County Clerk's Office.                                                                                                                                                                                                                                                                                          |
| ___ | ___ | 3.11 The County may utilize state or federal grant funds in the procurement of goods and services which may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should be directed to the County Clerk's Office. |
| ___ | ___ | 3.12 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.                                                                                                                                                                                                                                                                                                                                                                                                           |
| ___ | ___ | 3.13 Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over- charges within 30 days of notification.                                                                                                                                                                                     |
| ___ | ___ | 3.14 <b><u>Cooperative Procurement:</u></b> The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Johnson County, Missouri.<br>Yes_____ No_____                                                                                                                                                                                                                                           |

#### 4. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to ensure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with **all** of the below listed requirements or it may **not** be included for consideration. **Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.** Please call or email me with any questions pertaining to these requirements or any other written instructions.

Jennifer Powers  
[jpowers@jococourthouse.com](mailto:jpowers@jococourthouse.com)

(✓) = Acknowledge intent to comply with the following item:

| ITEM # | FINAL COMPLIANCE CHECKLIST                                                                                                                                                                                                                                                         | (✓) |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 4.1    | The County will not accept any late proposals. Late packages will not be opened or returned.                                                                                                                                                                                       |     |
| 4.2    | No fax or electronic transmitted proposals will be accepted.                                                                                                                                                                                                                       |     |
| 4.3    | Please include a current/signed W-9 form with your company information. Johnson County Accounts Payable Department cannot process payment(s) without a current W9. The name and address on your W9 will be used as the formal name/address on any subsequent post-award Agreement. |     |
| 4.4    | Remember to sign the mandatory proposal sheet. Missing signatures <u>WILL</u> disqualify.                                                                                                                                                                                          |     |
| 4.5    | Un-readable responses, including an unreadable email address, <u>WILL</u> disqualify.                                                                                                                                                                                              |     |
| 4.6    | Submit the original bid response plus three complete copies of the bid response. Please indicate copies versus original. One sided copies <u>ONLY</u> - <u>no</u> double-sided responses.                                                                                          |     |
| 4.7    | ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.                                                                                                                               |     |

**NO BID RESPONSE FORM:** Completion of this form is optional and is included within solicitations as an additional tool to improve future solicitation processes. If you, or your company, have decided not to participate and *not* offer a proposal, please complete the below form and return it to Jennifer Powers by email at [jpowers@jococourthouse.com](mailto:jpowers@jococourthouse.com)

On-Call HVAC System Repair & Maintenance  
(Term & Supply)

|                                                                                                 |  |
|-------------------------------------------------------------------------------------------------|--|
| Business Name:                                                                                  |  |
| Address:                                                                                        |  |
| Telephone:                                                                                      |  |
| Contact Person:                                                                                 |  |
| Date:                                                                                           |  |
| Reason(s) for not Submitting:                                                                   |  |
|                                                                                                 |  |
|                                                                                                 |  |
| Would you like to be removed from our list(s) for future proposals/bids? (____ Yes or ____ No.) |  |

\*\*\*\*\*



(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

**JOHNSON COUNTY MISSOURI – COUNTY CLERK’S OFFICE**

Attn: Diane Thompson, County Clerk  
300 North Holden Street, Suite 201  
Warrensburg, Missouri 64093  
Phone: (660) 747-6161

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the Bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/natedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/natedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

AFFIDAVIT  
(Only Required for Certification of Individual Bidder Option #2)

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_ )  
Date

\_\_\_\_\_ )  
Signature

\_\_\_\_\_ )  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_ )  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with **Wage Determination NO. 29** issued by the Division of Labor Standards on the **March 10, 2022** in carrying out the Contract and work in connection with (name of project): \_\_\_\_\_  
\_\_\_\_\_ located at (name of institution) \_\_\_\_\_ in  
\_\_\_\_\_ County, Missouri and completed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo  
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)

County of \_\_\_\_\_ )  
                                          )ss  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ (Company). I am aware of the requirements for OSHA training set out in §292.675  
Revised Statutes of Missouri for those working on public works. All requirements of said statute have  
been fully satisfied and there has been no exception to the full and complete compliance with said  
provisions relating to the required OSHA training for all those who performed services on this public works  
contract for Johnson County, Missouri.

NAME OF PROJECT: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project  
to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo  
Sec. 292.675.



***Attach Johnson County Wage Order***