



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5154)

Meeting: 03/23/20 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5154

Meeting Attachments

ATTACHMENTS:

- 032320 HSS QUOTE - MOON VALLEY ROAD (PDF)
- 032320 #18-1017 GUARDRAIL INSTALLATION REPAIR MAINT. HIGHWAY SAFETY SOLUTIONS (PDF)
- 032320 AMENDMENT #1 CONTRACT # 18-1017 GUARDRAIL INSTALLATION REPAIR MAINTENANCE (PDF)
- 032320 BID - OFFICE SUPPLIES - ADMIRAL EXPRESS (PDF)
- 032320 BID - OFFICE SUPPLIES - OFFICE DEPOT (PDF)
- 032320 BID - OFFICE SUPPLIES - OFFICE ESSENTIALS (PDF)
- 032320 BID - OFFICE SUPPLIES - QUILL (PDF)

HIGHWAY SAFETY SOLUTIONS

Providing Products that increase Highway Safety for the Traveling Public

5618 S. Elmira Ave.
Springfield, MO 65810
PH/FAX: (417) 886-5344

FAX TRANSMISSION COVER SHEET

DATE: 17 March. 2020
TO: Brent Young
SUBJECT: Christian County – Moon Valley Road @ Trout Road
SENDER: Steve Easton

YOU SHOULD RECEIVE 1 PAGE(S), INCLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (417) 886-5344.

We are pleased to quote the following:

50 LF Guardrail, Removal		\$8.00/LF
25 LF Guardrail, Removal of Damaged Guardrail		No Charge
75 LF Install Guardrail to Current Standard	Contract Price	\$60.00/LF
	Our Price	\$40.00/LF
2 Ea. Turndown End Terminal	Contract Price	\$950.00/Ea
2 Ea, Flare End Section	Contract Price	\$121.00/Ea.
Our Total for Removal and Complete Install w/Turndowns		\$5300.00
Or w/Flares		\$3642.00

If you need additional information, please call (417) 886-5344 or (214) 215-2928.

Thanks,
Steve



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

ROBERT CIRTIN
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1st DISTRICT

LINCOLN P. HOUGH
COMMISSIONER, 2nd DISTRICT

RFB NO: 18-10675
TITLE: Guardrail Installation, Repair,
& Maintenance

CONTACT: Melissa Denney, Purchasing Coordinator
PHONE: (417)868-4013

ISSUE DATE: 08/01/2018

E-MAIL: MDenney@greencountymo.gov

CONTRACT NO: 18- 1017 (assigned by Purchasing)

RETURN BID NO LATER THAN: 08/21/2018 at 2:30 P.M. (Central Standard Time)
RETURN BID TO: GREENE COUNTY HIGHWAY DEPARTMENT
2065 NORTH CLIFTON, BUILDING A
SPRINGFIELD, MISSOURI 65803

SUBMITTAL INSTRUCTIONS: Print the RFB Number and Due Date on the outside of the package and return this entire document (pages 1-31), with the bid submittal. Sealed bids must be received at the Highway Department by the return date and time. No bid transmitted by fax machine or e-mail will be accepted.

CONTRACT TERM: It is anticipated that the contract shall commence on or about September 7, 2018 for a one (1) year term, with options to renew at both parties' discretion, up to two (2) additional one (1) year periods.

DELIVER GOODS/SERVICES FOB (Free on Board)
DESTINATION TO THE FOLLOWING ADDRESS:

Greene County Highway Department
2065 N. Clifton
Springfield, Missouri 65803

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Greene County Purchasing Department or when a Agreement for Contract Services is certified by the Greene County Auditor, a binding contract shall exist between the bidder and the County of Greene, State of Missouri.

SIGNATURE REQUIRED

HIGHWAY SAFETY SOLUTIONS
Business Name


Authorized Signature

5618 S. ELMIRA AVE.
Street Address

STEVE EASTON
Printed Name

SPRINGFIELD, MO 65810
City, State, Zip Code

PRESIDENT
Title

417 886 5344
Phone Number

20 AUG 2018
Date

75-3029012
Federal Tax ID Number

steaston@aol.com
E-Mail Address



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBERSON AVE., SPRINGFIELD, MO 65802

ROBERT CIRTIN
PRESIDENT COMMISSIONER

HAROLD BENGSCH
COMMISSIONER, 1st DISTRICT

LINCOLN P. HOUGH
COMMISSIONER, 2nd DISTRICT

**COUNTY OF GREENE, STATE OF MISSOURI
HIGHWAY DEPARTMENT
ADDENDUM TO REQUEST FOR BID (RFB)**

RFB NO.: 18-10675 ADDENDUM NO.: 1 CONTACT: Melissa Denney
TITLE: Guardrail Installation, Repair & Maintenance PHONE: (417)868-4013
ISSUE DATE: 08/06/2018 E-MAIL: MDenney@greencountymo.gov

RETURN ADDENDUM WITH THE
BID SUBMISSION NO LATER THAN: 08/21/2018 at 2:30 PM (Central Standard Time)

RETURN ADDENDUM TO: GREENE COUNTY HIGHWAY DEPARTMENT
2065 NORTH CLIFTON, BUILDING A
SPRINGFIELD, MISSOURI 65803

This Addendum forms a part of the Bid document for the services identified above. All remaining portions of the Bid document not specifically mentioned or otherwise revised by this Addendum remain in full force and effect.

- Delete line items 18 & 19 from Pricing Form.
- Add the following item to the Pricing Form:
Complete removal & replacement of ET-2000 that meets MoDot compliant Type A crash worthy end section. \$ 3400.00
(ALSO ADDED TO THE PRICE LIST)

Please be advised that the failure to supply the required documents or information required by this addendum with your bid submittal, may subject your bid to disqualification. Bidders must return this acknowledgement with the bid submission. This addendum consists of (1) page.

Sincerely,

Melissa Denney
Purchasing Coordinator

Addendum #1 acknowledged by:

HIGHWAY SAFETY SOLUTIONS
Company Name

Signature STEVE EASTON

RFB Organization

This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- General Information and Instructions to Bidders
- Bid Specifications
- Scope of Services
- Financial Terms
- Pricing Form
- Contractor References, Bid Submission Checklist
- Agreement for Contract Services
- Contractual Requirements
- Attachments I, II, III, and IV
- Terms and Conditions

Introduction and General Information

PURPOSE: This document constitutes a request for sealed bids from prospective bidders for the purchase of guardrail & installation, repair & maintenance.

AWARD OF CONTRACT: Owner reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the Owner, and to reject all other bids. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated. The successful bidder, as contractor, will be required to execute the contract agreement included in these documents.

CONTRACT TERM: It is anticipated that the contract shall commence on or about September 7, 2018 or a one (1) year term, with options to renew at Greene County's discretion, up to two (2) additional one (1) year periods. In the event the Contractor desires not to renew for subsequent contract periods, the Contractor shall notify the County in writing no later than sixty (60) days prior to the contract expiration date.

PRICING INFORMATION: Pricing shall remain firm for a minimum of one (1) year. Cost increases may be negotiated at the time of renewal, but will be subject to approval of the Purchasing Director. Increases will be considered only when the Contractor can show that his operating costs have increased. The contractor shall provide written notification of acceptance or rejection of the extension of this contract.

RATES OF WAGES: When applicable, the contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order #25 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. Copies can be obtained by contacting the Greene County Purchasing Department.

The contractor will forfeit a penalty to Greene County of one hundred dollars a day (or portion of the day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (section 290.250).

PAYROLL RECORDS: You should be receiving payroll records from each contractor and subcontractor periodically and you must provide those records with your Affidavit of compliance with the prevailing wage law, and the Affidavits of compliance with the prevailing wage law from each subcontractor upon completion of the project and prior to final payment.

While we are not requiring payroll records from each subcontractor, we suggest each draw request should be accompanied by yours and each subcontractor's payroll records.

TOBACCO-FREE CAMPUS: Effective January 1, 2008 Tobacco use will be strictly prohibited within the entire campus of Greene County and all Greene County vehicles. This includes the prohibition of smoking in privately-owned vehicles parked on county property. This policy applies to all employees, contractors and visitors.

NOTORIZED AFFIDAVITS: Refer to Attachment I, Notice and Instructions to Bidders/Vendors regarding Sections 285.525 through 285.550 RSMO, effective January 1, 2009 and Section 292.875 RSMO, effective August 28, 2009, attached.

OUT-OF-STATE CONTRACTORS: Per RSMO Sections 285.230-285.234, Greene County requires out-of-state contractors (transient employers) who do business in Greene County, Missouri to register with the Department of Revenue by submitting a Transient Employer Tax Registration Application (Form 2643T). This form can be located at <http://dor.mo.gov/forms/>. The transient employer must provide a "financial assurance instrument," such as a cash bond, surety bond, CD, or irrevocable letter of credit issued by a state of federal institution. In addition, the contractor must provide a Missouri Certificate of Authority number issued by the Secretary of State's Office and certify to the Department of Revenue that it has sufficient workers' compensation insurance.

If hiring a Missouri resident, the contractor also must provide a Missouri Employment Security Account number issued by the Missouri Department of Labor & Industrial Relations. Once all registration requirements are met, the Department of Revenue will issue a Notice of Registration to the contractor.

Greene County may require a copy of the Notice of Registration prior to executing a contract with an out-of-state contractor. If you have questions about Missouri's transient employer law, please contact the Missouri Department of Revenue at (573)751-3958.

BUSINESS COMPLIANCE: The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidders certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- License and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

PROJECT ADMINISTRATION: Submit all questions about the Contract Documents to the Greene County Purchasing Department, in writing. Replies which modify the Documents will be issued to the Bidders of record as Addenda to the Drawings and Specifications, and will form a part of the Contract. The Owner will not be responsible for oral clarifications. Questions must be received by the Greene County Purchasing Department no later than four (4) working days prior to the Bid opening date. No Addenda will be issued less than two (2) days prior to the Bid opening date.

SUBMITTING A BID: Bids must be priced, properly endorsed by a person authorized to legally bind the bidder, and returned with all necessary attachments to the Purchasing Department prior to the closing date and time which appears on the front page of the RFB.

The bid number and title must appear on the face of the sealed container. The County shall not be responsible for bids which are lost or misdirected due to improper labeling of container.

BID OPENING: Information contained in proposals will not be released prior to the opening, and then only to those who appear at the public bid opening at The Highway Department, 2065 N. Clifton, Springfield, Missouri. Attendance to the public bid opening is not mandatory.

Pricing information will be read aloud to those attending the public opening. Upon award of contract, bid tabulations will not be provided by telephone, but may be examined by appointment during normal business hours.

BIDDER CONTACT: Unauthorized contact with County personnel other than the contact listed for this project while the bid and evaluation are in progress will result in immediate disqualification of the proposal.

CLARIFICATION OF REQUIREMENTS: Bidders shall carefully examine the Bid document. Questions concerning discrepancies or ambiguities in specifications, instructions, and/or requirements of this document which become apparent to the Bidder upon examination of the document must be submitted to the Purchasing Department.

Failure of bidder to request clarification of terms, conditions, specifications and requirements herein will not waive the responsibility of the respondent to provide goods and/or services in accordance with the intent of this document. Signing this document shall be considered to denote thorough comprehension of the intent of the document.

It is the responsibility of each supplier to check the County website for bid postings. The County is not responsible and accepts no liability in the event a supplier is not sent a bid document. The County is not responsible for and

accepts no liability in the event a response is late due to network, internet, or any other technical problem or interruption.

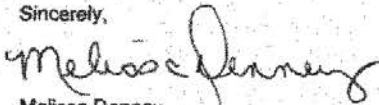
AMENDMENTS TO A BID: No modification of, or addition to specifications or provisions contained in this document shall be made or construed to have been made unless such modification is incorporated in a written addendum to the Bid.

AWARDS OF BID: Award shall be made to the lowest and most responsive and responsible bidder who conforms to the solicitation, and whose bid is considered to be the most advantageous to the County, price and other factors considered.

Award of bid shall be in accordance with all applicable public procurement and purchasing laws and requests. Any award resulting from this bid will be made by written notification from the purchasing department in the form of an authorized purchase order signed by an authorized agent of the Greene County Purchasing Department.

The County reserves the right, in the best interest of Greene County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

Sincerely,



Melissa Denney
Purchasing Coordinator
Greene County, Missouri

BID SPECIFICATIONS

Minimum requirements and specifications are for use in establishing general performance and quality levels, and are not meant to limit or restrict bidding. Bidders may offer any manufacturer's equipment which meets or exceeds the minimum requirements.

The proposer shall clearly state any and all exceptions to the minimum requirements, and the County shall consider such exceptions when evaluating proposals for award. Failure to list such deviations shall denote that respondent has taken no exception and shall furnish equipment which is fully in compliance with the specifications contained herein.

JOB SPECIAL PROVISIONS

A. GENERAL

1.0 Description. This contract is for installation of new guardrail on various farm roads throughout Greene County. This contract will be used as an on-call maintenance contract for guardrail on Greene County maintained roadways.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The contractor will be required to submit payroll reports with their associated invoices.

1.2 All reference in the Missouri Standard Specifications to the "engineer" shall be redefined to mean the Greene County Highway Administrator or his designated representative.

B. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications, and specifically as follows.

1.1 Traffic shall be maintained through the work zone using the existing pavement in accordance with MUTCD traffic control plans. Provisions shall be made to allow the movement of emergency vehicles through the limits of construction at all times. During non-working hours the contractor shall have all lanes of traffic open for all routes, driveways, and side roads. All channelizers and other traffic control devices shall be removed from the roadway during non-working hours unless otherwise approved by the Highway Administrator.

1.3 During the term of this contract, there are five major holiday weekends: Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday, unless otherwise designated by the Highway Administrator.

1.4 The contractor shall not perform any construction operation on the roadway, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

2.0 Detours and Lane Closures. At least one lane of traffic shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic.

3.0 Lane Closure Restrictions All lanes must be open to traffic during the period one-half hour before sundown to one-half hour after sunrise. In the event unforeseen circumstances require maintenance of one-way (or one-lane) traffic the contractor shall, at his/her own expense, furnish the necessary personnel to properly direct traffic. The Highway Administrator shall be the sole judge as to the necessity of maintaining traffic in a one-way (or one-lane) pattern after normal working hours.

4.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions.

C. TERM OF CONTRACT

1.0 The term of this contract shall be for the period commencing September 20, 2008, and shall terminate September 20, 2009, with an option to renew annually for a two additional years. Any work ordered prior to the termination date shall be completed in accordance with this contract.

1.1 Prior to the commencement date the contractor shall execute and file the prescribed number of copies of the contract.

1.2 The contract may be extended on an annual basis under the original terms and contract prices for a maximum contract term of three (3) years. If, in the sole discretion of the Highway Administrator, the Administrator desires to extend the contract, the contractor will be given written notification of the extension no later than June 15 of the current contract year. The contractor shall provide written notification of acceptance or rejection of the extension of this contract no later than July 5 of the current contract year.

D. CONTRACT TIME FOR COMPLETION OF THE WORK

1.0 Contract Time for Completion of the Work. The time for the completion of the work is specified by calendar days. Time is an essential element of the contract, and it is therefore important that the work be pursued vigorously to completion.

1.1 Completion by Calendar Days. The contractor shall complete all work described in each work order within fifteen (15) calendar days of the notice to proceed date.

1.2 Contract Time Extension for Embankment Construction. For those work orders that designate construction of an embankment pad, the contractor will be allowed a two (2) calendar day extension of the completion time in addition to any other time allowed by the contract. Further extensions of completion time for the embankment pad may be considered if the Highway Administrator determines soil and weather conditions will not allow for embankment construction operations.

E. LIQUIDATED DAMAGES

1.0 Liquidated Damages for Failure or Delay in Completing Work on Time. If the contractor, or in case of default, the surety fails to complete the work required in each work order within the time specified in the contract, or within such extra time as may be allowed by the contract, a deduction of an amount as specified elsewhere in this section will be made for each day that each work order remains incomplete after the time allowed for completion. The amount specified is agreed upon, not as a penalty, but as liquidated damages for loss to the Greene County Commission and the public. This amount will be deducted from any amount due under the contract. The contractor and surety shall be liable for all liquidated damages.

1.1 Liquidated damages will be charged for Saturdays, Sundays, national, and state holidays established by law.

1.2 The amount of liquidated damages for this contract shall be as follows:

<u>Work Order Amount</u>	<u>Liquidated Damages per Day</u>
\$0 to \$1000.00	\$50.00
\$1000.01 to \$3000.00	\$100.00
\$3000.01 and Over	\$200.00

F. WORK ORDERS

1.0 Work Orders. A work order is a written order from the Highway Administrator to the contractor directing the work to be performed at each work location. A separate work order will be issued for each work location. A work order is considered a contract document.

1.1 Work orders will be issued by facsimile machine to the contractor unless other arrangements are approved by the Highway Administrator. The contractor shall confirm receipt of all work orders by the same means as issued. Emergency repair work will be initiated by telephone with the work order being issued by facsimile machine.

2.0 Work Order Information. The work order will provide the following information:

- (a) Work order number
- (b) Route and location
- (c) Date and time of issuance
- (d) Notice to proceed date
- (e) Required completion date
- (f) General description
- (g) Estimated quantities
- (h) Name and signature of the Highway Administrator

2.1 Completed Work Orders. The contractor shall accurately note the date and time that repairs are completed on the contractor's copy of the work order. The completed work order shall list the actual repair materials used to complete the work and shall be signed by the contractor's authorized representative certifying that the work is complete.

2.2 A copy of all completed work orders shall be attached with the contractor's request for payment.

G. NOTICE TO PROCEED

1.0 Notice to Proceed. Within each work order, the Highway Administrator will include a notice to proceed which will stipulate the date the contractor is expected to begin work. The notice to proceed date will normally be the next week day, exclusive of Saturdays, Sundays, and holidays, following issuance of the work order.

H. MOBILIZATION

1.0 Description. This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the work site specified in the work order, and for all other work or operations which must be performed or costs incurred prior to beginning the work specified in the work order on the work site.

1.1 Basis of Payment. No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the individual contract pay items included in the contract.

I. TRAFFIC CONTROL PLAN TYPES

1.0 The following traffic control plan types shall be used for the work. All of the plan types shall include adequate cones or other channelizing devices as contained within the MUTCD.

1.1 Shoulder Work.

1.1.1 "Work Beyond Shoulder" shall include furnishing, installing, and removing the following set of traffic control devices as shown below:

2 each Shoulder Work Ahead signs

1.2 One-Lane Two-Way Operation with Flaggers. A minimum of two flaggers will be required to direct traffic. Additional flaggers may be required when working at intersecting streets as directed by Greene County Staff. The use of flaggers may be waived by Greene County staff if ADT < 100 and there is sufficient sight distance.

2 each Road Work Ahead signs
2 each One Lane Road Ahead signs
2 each Flagger (Symbol) signs

1.3 Single Lane Closure. "Single Lane Closure" for locations with more than two lanes shall include furnishing, installing, and removing the following set of traffic control devices as shown below:

2 each Road Work Ahead signs
2 each Right (Left) Lane Closed Ahead signs
2 each Right (Left) Lane Closed signs
1 each Flashing Arrow Panel

1.4 Basis of Payment. No direct pay will be made for traffic control or flaggers when required.

J. UTILITIES

1.0 It is the inherent risk of the work under this contract that the contractor may encounter utilities above or below the ground or in the vicinity which interfere with the work ordered under the contract. The contractor expressly acknowledges and assumes this risk even though the nature and extent of it is unknown to both the contractor and the Greene County Commission as of the time of bid and award of contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the contractor's work under this contract shall be neither compensable nor excusable.

1.1 The contractor is expressly obligated to ascertain the presence and location of utility facilities or appurtenances, notify the utility that may be effected by or which may affect the work, and otherwise strictly comply with its duties under those provisions of the Specifications.

1.2 The Greene County Highway Department does not warrant the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work.

K. FINAL INSPECTION AND ACCEPTANCE OF THE WORK

1.0 Final Inspection. Upon completion of the required work for each work order, the contractor shall notify the Highway Administrator, and an inspection will be performed by Greene County staff. If the Greene County staff determines all work required by the contract has been satisfactorily completed, they will make the acceptance for maintenance and notify the contractor in writing of the date of acceptance for maintenance.

1.1 Work determined to be unsatisfactory by the Highway Administrator and not accepted shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected within the specified calendar days for each work order. If needed for correction of unsatisfactory work, the contractor will be given an extension of contract time in an amount equal to the number of calendar days remaining in the work order at the time the engineer was notified for inspection. No contract time extension will be made for notification made prior to completion of the work. Any time extension given will be considered a non-compensable delay. Upon completion of the corrections, the contractor shall notify the Highway Administrator for a re-inspection.

1.2 Following acceptance for maintenance, the contractor, subcontractors, and suppliers are relieved of any new or additional liability to third parties for personal injury, death, or property damages which may be alleged to result from the performance of the work required by that work order, unless additional work on the right of way is required by the Highway Administrator.

1.3 Nothing in this section shall be deemed to excuse the contractor of liability or responsibility for any personal injury, death, or property damages which may arise from acts or the failure to act prior to the final inspection of the work required by the work order.

L. PAYMENT

1.0 Payments. Payments will be made by the unit bid prices after submitting an invoice to the Highway Administrator. Only one payment will be made per work order and will be made in thirty (30) days. Invoices shall be submitted in triplicate. No retainage will be kept.

M. GUARDRAIL AND END TERMINAL REPAIR AND REPLACEMENT

1.0 Description. This work shall consist of all labor, equipment, and materials to remove, install, repair, and replace guardrail, end terminals, and related appurtenances as specified in the work order or as directed by the Highway Administrator.

1.1 All work shall comply with Sections 202 and 606 of the Missouri Standard Specifications except as herein modified.

1.2 The contract includes pay items to repair or replace major components and assemblies of standard guardrail types or proprietary crashworthy end terminals currently installed along Greene County maintained roadways.

1.3 The Highway Administrator may determine new guardrail, new crash worthy end terminals, or other related new guardrail appurtenances will be installed. The contract includes pay items for guardrail, end terminals, and other appurtenances complete in place.

2.0 Materials. All guardrail materials shall conform to Division 1000, Materials Details, and specifically Sec 1040. All materials shall be new unless otherwise designated by the Highway Administrator.

2.1 Replacement materials and components for proprietary crashworthy end terminals shall conform to the manufacturer's latest approved design. All replacement components shall be from the original equipment manufacturer or an approved equal.

2.2 All materials intended for use shall be stored in a dedicated location on the contractor's property and shall be inspected and approved by the engineer prior to use.

3.0 Construction Requirements.

3.1 Removal of Entire Guardrail System or Terminal. If the Highway Administrator determines an existing guardrail, end anchor, bridge anchor section, tumdown terminal, crashworthy end terminal or other related appurtenance has been severely damaged or does not comply with current Greene County standards or policies, the guardrail system or terminal shall be removed as designated in the work order or as directed by the Highway Administrator.

3.2 Unless otherwise designated by the Highway Administrator for salvage by Greene County, all materials removed shall become the property of the contractor and shall be removed from the right of way and properly disposed of.

3.3 If the system designated for removal includes a concrete pad, all hardware protruding above the surface of the pad shall be removed or otherwise cut off flush with the surface of the anchor. The concrete pad shall be abandoned in place unless otherwise directed by the engineer.

3.2 Removal and Replacement of Individual Components. If the work order designates a contract pay item that includes the term "remove and replace", the contractor shall remove the described existing component, material, hardware, or other appurtenance, in whole or in part, as designated in the work order or as directed by the engineer. The components to be removed will be marked with paint or ribbon or other method convenient.

3.2.1 The contractor shall furnish and install the described replacement component, material, hardware, or other appurtenance, and any incidental items necessary to provide a fully functional system. Replacement items designated in the work order may not be of the same size or material as those removed. Some items designated for replacement may be damaged and not reusable. Other items designated for replacement may not meet current standards and policies. Greene County staff will determine the actual items to be replaced.

3.2.2 Unless otherwise directed or approved by Greene County staff, the contractor shall reuse any undamaged components or materials salvaged from the damaged guardrail system, terminal, or appurtenance in order to provide a fully functional system.

3.3 Realignment Posts. Posts which are out of alignment but otherwise undamaged will be designated for realignment. The contractor shall realign and plumb the designated posts. After realignment, any voids around the post shall be securely backfilled with a cohesive soil, or a sand meeting the requirements of Sec 1005.2.4, and thoroughly tamped.

3.4 Driving Replacement Posts and Foundation Tubes. When a replacement post or foundation tube is placed in the same hole as a removed damaged post or tube, the contractor shall first securely backfill the hole with a cohesive soil, or a sand meeting the requirements of Sec 1005.2.4, and thoroughly tamp the soil before driving the replacement post or tube.

3.5 Terminal End Marker. On repaired crash worthy end terminals located 12 feet or less from the edge of the traveled way, the contractor shall furnish and install a modified Type III black and yellow object marker or other marking. The actual size, shape, method of attachment and placement shall be approved by Greene County staff prior to installation.

3.6 Guardrail Block. Current standards require the use of 8" x 6" x 14" wood guardrail blocks for new Type A guardrail installations. The contractor may, with approval of the Highway Administrator, use 6" x 6" x 14" wood blocks at those existing locations requiring replacement of only the block and not the post. All locations requiring replacement of the post and block shall use 8" blocks.

"Plastic Blocks. The contractor may, with approval of the Highway Administrator, use Plastic Blocks. The blocks shall be a homogeneous product with a uniform texture and shall have no cracking, chipping, flaking, peeling or splintering after fabrication. The blocks shall be of new stock and shall meet all applicable requirements of NCHRP 350.

3.6.1 All existing Type E guardrail installations requiring guardrail block replacement shall use 8" x 6" x 21" wood blocks in all cases. No substitution will be allowed. Some minor adjustments to the alignment of the existing Type E guardrail posts may be required to accommodate the 8" block.

3.7 Additional Work. If additional major components or pay items beyond those specified in the work order are needed to properly perform the work, the contractor shall contact the Highway Administrator for authorization to proceed with the additional work. Any work performed without authorization will be at the contractor's expense.

4.0 Method of Measurement.

4.1 Measurement for removal of existing guardrail, end anchors, bridge anchors, Type A crashworthy end terminals, and tumdown terminals will be made to the nearest foot from center of first post to center of last post.

4.2 Measurement of existing Type B or C crashworthy end terminal removal will be made per each.

4.3 Measurement of removed and replaced guardrail and end terminal repair components will be made per each.

4.4 Measurement of realigned posts will be made per each.

4.5 Measurement of terminal end markers will be made per each.

5.0 Basis of Payment

5.1 The accepted quantity of removed guardrail, end anchor, bridge anchor, Type A crash worthy end terminal, or tumdown terminal will be paid for at the contract unit price for:

Guardrail Removal - Linear Foot

5.1.1 Payment will be considered full compensation for all labor and equipment necessary to completely remove the guardrail system.

5.2 The accepted quantity of removed Type B or C crash worthy end terminals will be paid for at the contract unit price for:

Type B or C Terminal Removal - Each

5.2.1 Payment will be considered full compensation for all labor and equipment necessary to completely remove the terminal system.

5.3 The accepted quantities of removed and replaced guardrail and terminal repair components will be paid for at the contract unit price for each of the pay items included in the contract. Payment will be considered full compensation for all labor, equipment, traffic control, mobilization, and material necessary to remove the existing component, furnish a new replacement component, and install the component. No direct payment will be made for removing or reinstalling any reused undamaged components necessary to provide a fully functional system.

5.4 The accepted quantity of realigned posts will be paid for at the contract unit price for:

Realign and Use Existing Post, Type A or E Guardrail - Each

5.4.1 Payment will be considered full compensation for all labor, equipment, and material, including any required backfill, necessary to realign and plumb an existing post.

5.5 The accepted quantity of installed terminal end markers will be paid for at the contract unit price for:

Install Terminal End Marker - Each

5.5.1 Payment will be considered full compensation for all labor, equipment, and material necessary to furnish and install an end marker.

N. EMBANKMENT PAD

1.0 Description. This work shall consist of constructing an embankment pad for Type A guardrail and a Type A non-flared crash worthy end terminal in conformance with the standard plans or as directed by Greene County staff. Embankment pad locations will be as designated in the work order. The work shall include seeding and mulching of all areas disturbed by the contractor's operations.

1.1 All work shall comply with Sec 203 and Division 800, Roadside Development, except as herein modified.

2.0 Borrow. Embankment material will be supplied by Greene County and placed by the contractor.

3.0 Construction Requirements.

3.1 Embankment. The contractor shall construct the embankment pad at the designated location or as directed by the Highway Administrator. Compaction of the embankment shall be in accordance with Sec 203.4.

3.1.1 If the designated embankment pad site significantly differs from that designated in the work order, the work will be handled in accordance with Sec 104.2. Greene County staff may elect to relocate the embankment pad to a more favorable site or change the guardrail end treatment.

3.1.2 If the contractor elects to use a flared Type A crash worthy end terminal at a location where the terminal is specified as non-flared or otherwise unspecified, additional embankment must be provided and shall be at the contractor's expense.

3.2 Seed and Mulch. All areas disturbed by the contractor's operations shall be fertilized, seeded, and mulched unless otherwise directed. Areas include the embankment and all other areas on the right of way that have been disturbed.

3.2.1 Lime will not be required. Fertilizer shall be applied at the following rate:

Nitrogen (N)	80 lb. per acre
Phosphoric Acid (P ₂ O ₅)	80 lb. per acre
Potash (K ₂ O)	80 lb. per acre

3.2.2 Seed shall be applied at the following rate specified in pounds of pure live seed per acre:

Mixture	Rate
Tall Fescue	80 lb. per acre
Annual Ryegrass	20 lb. per acre
Wheat Grain	20 lb. per acre
Oat Grain	20 lb. per acre
White Clover	3 lb. per acre
Total Mixture	123 lb. per acre

3.3.3 Type 1 mulch shall be applied to all seeded areas. Following application of mulch; all seeded and mulched areas shall be covered with plastic netting. The contractor may, with prior approval of the engineer, elect to use Type 3 mulch or excelsior blanket in lieu of Type 1 mulch and plastic netting. Any change in material shall be at the contractor's expense.

4.0 Method of Measurement. Measurement of embankment pad complete in place, including seed and mulch, will be made to the nearest linear foot separately for each length of pad, for each fill height requirement, measured along the centerline of the traveled way.

5.0 Basis of Payment. The accepted quantity of embankment pads will be paid for at the contract unit price for:

Embankment Pad for 0' to 10' Fill Height - Linear Foot

5.1 Payment will be considered full compensation for all labor, equipment, and material, including any required fill, seed, and mulch, necessary to construct the embankment.

O. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

All technical questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Harry Stennett, Operations Director, Telephone Number 417-829-5532
Greene County Highway Department
2065 North Clifton, Springfield, MO 65803

SCOPE OF SERVICES

Services shall be performed in accordance with the Bid Specifications and the information submitted on the Pricing Page.

SPECIAL PROVISIONS

PART II GENERAL PROVISIONS, Section 2.6 Professional Liability insurance requirements are deleted in its entirety.

Is your business considered a minority, woman, or veteran owned business?

Yes _____ No ✓

If it is one of the designated businesses, then which one(s)? _____

If it is one of the designated businesses, then is it certified by the federal, state, or local government as a minority, woman, or veteran owned business?

Yes _____ No _____

If it is certified, then which one(s)? _____

If it is certified, then please attach certification documentation to this paperwork.

Bidder's Name HIGHWAY SAFETY

FINANCIAL TERMS

Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor agrees to provide supporting documentation to invoicing as requested by County. Pricing shall remain firm for a minimum of one (1) year. Cost increases may be negotiated at the time of renewal, but will be subject to approval of the Purchasing Director. Increases will be considered only when the Contractor can show that his operating costs have increased. The Contractor shall provide written notification of acceptance or rejection of the extension of the contract.

PRICING FORM

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including delivery to Greene County, Missouri in accordance with the delivery schedule and according to the prices, products/services information submitted.

ON CALL GUARDRAIL CONTRACT			
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	Remove Existing Guardrail, posts - Complete System	LIN FT	8.00
2.	Embankment Pad for 0' TO 10' fill height	LIN FT	185.00
3.	Type A Turn Down Terminal Section	EACH	950.00
4.	Remove And Replace 12.5 Foot Beam (Type A Guardrail)	EACH	220.00
5.	Remove & Replace 12.5' R BM, CONC/CONVEX Type A	EACH	242.00
6.	Remove And Replace Steel Post, 6 Foot (Type A Guardrail)	EACH	105.00
7.	Remove And Replace Wood Post, 6 Foot (Type A Guardrail)	EACH	52.00
8.	Remove And Replace Steel Post, 9 Foot (Type A Guardrail)	EACH	115.00
9.	Remove And Replace Wood Post, 9 Foot (Type A Guardrail)	EACH	72.00
10.	Remove And Replace Wood Block, 8" x 6" x 14" (Type A Guardrail)	EACH	15.00
11.	Remove And Replace End Section (Shoe) (Type A Guardrail)	EACH	121.00
12.	Remove And Replace Terminal Connector (Type A Guardrail)	EACH	78.00
13.	Install Post in Solid Rock or Through Concrete (Type A or E Guardrail)	EACH	199.00
14.	Realign And Use Existing Post (Type A or E Guardrail)	EACH	20.00
15.	Remove And Replace 12.5 Foot Thrie Beam Rail (Type E Guardrail)	EACH	232.00
16.	Remove And Replace Steel Post, 6 Foot (Type E Guardrail)	EACH	105.00
17.	Remove And Replace Wood Block 8" x 6" x 21" (Type E Guardrail)	EACH	19.00
18.	Remove And Replace 6" x 8" x 45" Wood Post (ET-2000 Post #1-4, SRT Post #1-2)	EACH	—
19.	Remove And Replace 6" x 8" x 72" Wood Post (ET-2000 Post #5-8, SRT Post #3-9)	EACH	—
20.	Remove And Replace 6" x 8" x 14" Wood Block (Type A Crashworthy Compliant)	EACH	16.00
21.	R&R Steel Tube Foundation with soil plate (Type A Crashworthy Compliant)	EACH	250.00
22.	Remove And Replace 25 Foot Beam Rail (Type A Crashworthy Compliant)	EACH	400.00

18/19 COMPLETE REMOVAL & REPLACEMENT OF ET-2000
THAT MEETS HIGHEST COMPLIANT TYPE A CRASHWORTHY AND 53-0000 S&C 3400.00
Bidder's Name HIGHWAY SAFETY SOLUTIONS

ON CALL GUARDRAIL CONTRACT				
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	
23.	Remove And Replace with a New Guardrail Extruder (Type A Crashworthy Compliant)	EACH	800.00	
24.	Remove & Replace Offset Strut (Type A Crashworthy Compliant)	EACH	90.00	
25.	Remove & Replace Cable Assembly With Pipe, PL & ANCH (Type A Crashworthy Compliant)	EACH	225.00	
26.	Remove & Replace Rail & Rod (CAT #2-4)	EACH	350.00	
27.	Remove & Replace Rail & Rod (CAT #4-6)	EACH	450.00	
28.	Remove And Replace Strut Assembly (SRT-350)	EACH	80.00	
29.	Remove And Replace First Slotted Guardrail Panel, 12.5 Foot (SRT-350)	EACH	200.00	
30.	Remove And Replace SEC Slotted Panel, 12.5' (SRT-350)	EACH	200.00	
31.	Remove And Replace Barrier End Nose Piece (SRT-350)	EACH	100.00	
32.	R&R Steel Foundation Tube (SRT-350)	EACH	250.00	
33.	Remove And Replace Steel Foundation Tube with Soil Plate (SRT-350)	EACH	250.00	
34.	Install Terminal End Marker	EACH	25.00	
35.	Install Type III Black and Yellow Object Marker on End Terminal	EACH	50.00	
36.	Furnish And Install Type A Crashworthy End Terminal	EACH	3000.00	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY PER LOCATION	UNIT PRICE
37.	Installation of New Type A Guardrail Includes 6' posts, accessories, & two turn down sections	LF	0-50	90.00
38.	Installation of New Type A Guardrail Includes 6' posts, accessories, and two turn down sections	LF	51-200	60.00
39.	Installation of New Type A Guardrail Includes 6' posts, accessories, and two turn down sections	LF	201-1000	48.00
40.	Installation of New Type A Guardrail Includes 6' posts, accessories, and two turn down sections	LF	>1000	41.00
41.	Additional Cost per Post for 9' Post	EACH		100.00
42.	Additional Cost per 6' Post in Rock or Concrete	EACH		100.00
43.	Additional Cost per 9' Post in Rock or Concrete	EACH		125.00
TOTAL BID PRICE (Items 1 - 43)		\$	13,438.00	

The pricing quoted above will be effective until contract execution or at least 60 days.

List any additional cost not previously listed below:

Bidder's Name HIGHWAY SAFETY SOLUTIONS

List any exceptions below:

Additional Purchases by Other Public Agencies:

Will you honor the submitted prices for purchase by other entities who participate in Cooperative purchasing with Greene County, Missouri?



Yes

No

CONTRACTOR REFERENCE INFORMATION

Bidder shall submit as a part of the bid proposal package a minimum of four (4) business references with the name of the business, address, contact person, and telephone number.

Name: BASS PRO- TOP OF THE ROCK, LLC
Address: 2500 E KENNEDY ST. ST. LOUIS, MO 63128
Tel No.: (417) 414-3882
Fax No: _____
Email: mthaldiman@basspro.com
Contact: MIKE HALDIMAN

Name: ROBINSON FENCES
Address: 906 W CREDIT ST. ST. LOUIS, MO 63102
Tel No.: (417) 862-8900
Fax No: _____
Email: tmowry@robinsonfences.com
Contact: TOM MOWRY

Name: HUNTER CHASE
Address: 1200 E. WOODHURST DR., 1200 ^{SPRINGFIELD, MO 65804}
Tel No.: (417) 882-8203
Fax No: _____
Email: tim@hunterchase.com
Contact: TIM MASSEY

Name: HAMILTON F.D.A.
Address: 12390 W FAIRVIEW, PLEASANTON, MO 65738
Tel No.: (417) 732-8796
Fax No: _____
Email: _____
Contact: JERRY HAMILTON

BID SUBMISSION CHECKLIST

For this bid submission, you are required to include:

- ✓ Completed & signed bid document
- ✓ Attachment I (Affidavit of Compliance with Section 285.500 RSMo)
- ✓ Attachment II (OSHA training)
- ✓ Attachment III (E-Verify)
- ✓ Attachment IV (Prevailing Wage)

If awarded the contract, you will also be required to submit:

- ✓ Insurance certificate
- ✓ W-9 Tax Form

Out-of-state contractors (transient employers) must also submit:

- ✓ Notice of Registration (from MO Dept of Revenue)

Bidder's Name HSS

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES, (the "Agreement") is made and entered into as of August 21, 2018, by and between the County of Greene, ("County"), and the Contractor identified on page one of this document ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I - FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in the Scope of Services, included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on September 7, 2018 ("Commencement Date") and shall continue through September 6, 2019 with the option to renew for two (2) additional one (1) year periods upon mutual agreement by both parties, for a total of three years all together.
- D. **Party Representatives:**
 - D.1. The County designates the following person to act on County's behalf: Purchasing Coordinator
 - D.2. The Contractor designates the following person to act on Contractor's behalf: See the contact name on page one of this document.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work

and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and 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. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, 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 for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 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. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. **Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered

by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. 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 shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.5. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, 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.
- 2.6. **Professional Liability:** (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance:** Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$410,185.00 per claimant and \$2,734,567.00 per occurrence for 2016) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor 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 Greene from its own negligence

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: the Clean Water, Clean Air, and Copeland (Anti-kickback) Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the Prevailing Wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments:** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance:** With regard to work under this Agreement, the Contractor agrees as follows:
 - a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

- b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
- d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit:** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from

Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party

prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.

- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

Contractor represents, warrants, and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Greene County
 Highway Department
 2065 N. Clifton
 Springfield, Missouri 65803

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

CONTRACTOR

By: Melissa Denney
Purchasing Buyer

By: [Signature]

Title: PRESIDENT

By: [Signature]
Purchasing Director

By: _____

Title: _____

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

[Signature]
AUDITOR CERTIFICATION

10/3/18
Date

CONTRACTUAL REQUIREMENTS

1. A purchase order or contract issued to the successful bidder shall be governed by the United States and Missouri Uniform Commercial Code, and all laws of the State of Missouri as adopted and in force on the date of the agreement.
2. Items and/or services are to be furnished as described in the proposal and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the Bid Document or the Contractor's response, the Bid document shall govern.
3. Contractor proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in his/her proposal. All related costs associated with completion of the project specified shall be considered by both Contractor and County to be included within this quoted price. The County shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be at destination, and will be made by an authorized representative of the County. Until delivery and final acceptance, risk of loss will be the obligation of the Seller unless loss results from negligence of the County.
5. Contractor shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Contractor to comply with said laws, and any deviation from said laws will subject Contractor to the penalties set forth.
6. Issuance of contract shall be contingent upon submission by contractor of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director by registered or certified mail. Contractor shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the county harmless there from.
7. In addition to any insurance required hereunder, contractor shall agree to reimburse the county for any damage done to county property which occurs during performance of the contract.
8. No modifications of any provision of the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by Contractor and County and incorporated in a written amendment to the contract.
9. It is the responsibility of the contractor to complete the project as described herein, incorporating suitable materials, and Contractor shall be solely responsible for the performance of workmanship and materials.
10. Sales/Use Tax Exemption: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the 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. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Greene County and contain the project number assigned by Greene County for the contract awarded. It shall be the responsibility of the Contractor to insure 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. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The 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.
11. Additions, Deletions, Changes: No one can authorize any additions, deletions, or changes to the work, before or during term of the contract, unless approved change orders have been issued by the Purchasing Department. The County will not be responsible for any additional charges unless authorized change order has been issued.

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMo, Effective January 1, 2009 and Section 292.675 RSMo, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) 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 sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

RSMo 285.530 pertains to all solicitations for services over \$5,000. RSMo 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMo 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMo 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

Greene County, Missouri, in order to comply with sections 285.525 through 285.550 and 292.675 RSMo, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the contractor shall submit the following documents:

Required Affidavit for contracts over \$5,000.00 (US) -- Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating that:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Required Affidavit for any Public Works Project Contract -- Effective 8-28-09. Company shall comply with the provisions of Section 292.675 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

3. Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). See attached sample

Greene County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/how-do-i-verify-employment-eligibility-e-verify> or by calling 888-464-4218.

ATTACHMENT I



**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF Missouri)
COUNTY OF Christian) ss.

Before me, the undersigned Notary Public, in and for the County of Christian
State of MISSOURI, personally appeared Steven Easton (Name)
who is President (Title) of HIGHWAY SAFETY SOLUTIONS
(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and
says as follows:

- (1) that said company is enrolled in and participates in a federal work
authorization program with respect to the employees working in connection
with the contracted services; and
- (2) that said company does not knowingly employ any person who is an
unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et
seq.

Documentation of participation in a federal work authorization program is attached to this
affidavit.

LISA GOLD
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires July 19, 2020
Commission #12295762

Signature

Name: STEVEN EASTON

Subscribed and sworn to before me this 21 day of August, 2018

Lisa Gold
Notary Public

My commission expires: 7/19/20

ATTACHMENT II



Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
For any Public Works Project Contract
Effective August 28, 2009

STATE OF Missouri)
COUNTY OF Christian) ss.

Before me, the undersigned Notary Public, in and for the County of Christian
State of MISSOURI, personally appeared STEVE EASTON (Name)
who is PREIDENT (Title) of HIGHWAY SAFETY SOLUTIONS
(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and
says as follows:

- (1) that said company has verified the completion of a 10-hour construction
safety program with respect to the employees working in connection with the
contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et
seq.

LISA GOLD
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires July 19, 2020
Commission #12295762

Signature [Signature]

Name: STEVE EASTON

Subscribed and sworn to before me this 21 day of August 2018

[Signature]
Notary Public

My commission expires: 7/19/20



Company ID Number: 209086

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Highway Safety Solutions
Company Facility Address	123 N. Main Street Republic, MO 65738
Company Alternate Address	5618 S. Elmira Ave. Springfield, MO 65810
County or Parish	GREENE
Employer Identification Number	75302901
North American Industry Classification Systems Code	423
Parent Company	none
Number of Employees	5 to 9
Number of Sites Verified for	1

ATTACHMENT III

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security -Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Attachment IV

(Separate documents on Prevailing Wage)

This page left was intentionally blank. See accompanying documents.

TERMS AND CONDITIONS

PREPARATION OF BIDS

- A. Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions of the RFB. Failure to do so will be at bidder's risk. In case of an error in extension, the unit price (s) will govern.
- B. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for informational purposes only, and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid forms.
- C. All supplies and equipment offered in a bid must be new and of current production unless the RFB clearly specifies that used or re-conditioned supplies or equipment may be offered.
- D. Firm prices shall be bid and include all packing, handling, and shipping charges.
- E. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days from bid opening and for the specified contract period.
- F. Greene County, Missouri does not pay federal excise and sales tax on direct purchases of tangible personal property, Exemption number 12531847.

SUBMISSION OF BIDS

- G. A bid submitted by a bidder must (1) be manually signed by the bidder on the Greene County RFB form, (2) contain all information required by the RFB, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the Purchasing Department and officially clocked in no later than the exact time and date specified in the solicitation.
- H. The sealed envelope or container containing a bid should clearly marked on the outside of the container with (1) the official RFB number, and (2) the official closing date and time.

MODIFICATION OR WITHDRAWAL OF BIDS

- I. A bid may be modified or withdrawn by written notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered.
- J. After official closing date and time, no bid may be modified or withdrawn.

NO BIDS AND FUTURE SOLICITATIONS

- K. If no bid is to be submitted, the bid should be marked "NO BID" and returned in order to maintain the bidders name in file for future solicitations. If a bidder fails to respond to a reasonable number of bids without returning a "NO BID", the Purchasing Department reserves the right to delete the bidder from the vendor file for future solicitations.

BID OPENING

- L. Bid openings are public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered by the proper time to the office of the Purchasing Department. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, or facsimile will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

AWARDS

- M. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri, when all other factors are equal.
- N. Cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- O. As the best interest of Greene County may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof, with one or more suppliers; to reject any and all bids, or waive any minor irregularity or technicality in bids received.
- P. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB, and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. All awards will be made by written notification from an authorized agent of the Greene County Purchasing Department.
- Q. Each bid received with the understanding that the acceptance in writing by Greene County of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the bidder and Greene County and shall bind the bidder to furnish and deliver at the price in accordance with the conditions of said accepted bid and detailed specifications.

CLARIFICATION OF REQUIREMENTS

- R. It is the intent and purpose of Greene County, Missouri that this request permits competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Department if any language, requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received by the Purchasing Director not later than five (5) days prior to the closing date. A review will be made of any such notifications.

TERMS AND CONDITIONS OF PURCHASE

- S. Binding Contract: A document in the form of a written purchase order or "Notice of Contract Award", signed by the seller and countersigned by an authorized employee of the Purchasing Department of Greene County (also referred to as the "County" or "County's") shall constitute a binding contract, and the language of the contract shall govern in the event of a conflict with Seller's submitted bid or proposal.

The written contract or purchase order shall express the complete agreement of the parties, and performance shall be governed solely by the terms and conditions contained therein. Changes, additions or modifications thereto must be in writing and signed by an authorized employee of the Purchasing Department of Greene County.

- T. Quantities: The County shall assume no obligation for goods and/or services provided in excess of the quantity ordered. Unauthorized quantities are subject to the county's rejection and shall be returned at the Seller's expense.

- U. **Delivery:** If deliveries of goods and/or services rendered are not made within the time initially agreed upon, in writing or by verbal agreement with the written agreement taking precedent over the verbal agreement, by the two parties, the County reserves the right to cancel or to purchase goods and/or services elsewhere. Seller may be liable for re-procurement cost.
- V. **Shipment:** Deliveries shall be F.O.B. destination unless otherwise specified by the county.
- W. **Invoices:** An original and remittance copy of the invoice shall be submitted to the Purchasing Department and shall show the Greene County purchase order number and contain full descriptive information of goods and/or services furnished. Each invoice must itemized in accordance with items listed on the contract. Failure to comply with these requirements will delay processing of invoices for payment. Payment for all goods and services shall be made in arrears, according to the payment terms on the contract. The County will not make any advance deposits.
- X. **Inspection and Acceptance:** No goods and/or services received by the county pursuant to the contract shall be deemed accepted until the county has had reasonable opportunity to inspect said goods and/or services. All goods and/or services which are discovered to be defective or which does not conform to the warranty of the Seller upon inspection or at any later time, which were not reasonably ascertainable upon the initial inspection, may be returned and/or be credited for. Should the authorized employee of the Purchasing Department of Greene County agree, they may also be replaced with goods and/or services of equivalent value, purpose, and functionality. Such right-to-return offer to the County arising from the County's receipt of defective goods or services shall not exclude any other legal, equitable or contractual remedies the County may have therefore.
- Y. **Warranty:** Seller expressly warrants that all articles, materials, work, and services covered by the contract will conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the County, and that they will be fit and sufficient for the purpose intended, merchantable, of acceptable material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the county's acceptance of said goods and/or services, or by payment for them.
- Z. **Patents:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent, and Seller covenants that he will, at his or her own expense, defend every suit which may be brought against the county, or those using the county's product for any alleged infringement of any patent by reason of the sale or use of such articles, and Seller agrees that he will pay all costs, damages, and profits recoverable in such suit.
- AA. **Bankruptcy or Insolvency:** In the event of any proceedings by or against either party, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the county may cancel the contract or affirm the contract and hold Seller responsible in damages.
- BB. **Compliance with Applicable Laws:** The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items and services covered by the contract, including, but not limited to all provisions of the most recent version of the State of Missouri's Prevailing Wage Law (should that be a part of the contract's scope, specifications or terms therein).
- CC. **Interpretation of Contract and Assignments:** The contract shall be construed according to the laws of the State of Missouri. The contract or any rights, obligations, or duties hereunder may not be assigned by the seller without the county's written consent, and any attempted assignment without such consent shall be void.

DD. Termination of Contract: The County reserves the right to terminate any contract at any time if the provisions of the contract are violated by the contractor or any of his subcontractors, in the sole judgment and discretion of the county. If the contract is so terminated, the county may purchase upon such terms and in such manner as the authorized employee of the Purchasing Department of Greene County may deem appropriate, supplies or services of equivalent value, condition, function, and purpose to those so terminated, and the Seller will be liable for additional costs occasioned thereby.

EE. Non-Discrimination in Employment: In connection with the furnishing of supplies or performance of work under the contract, Seller agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and ordinances; and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

FF. Performance Bonds: If required as condition for contract award, the amount of a performance bond will be described in the bid package at the time of issuance. The performance bond must be issued for amount specified by a surety company, or secured with a cashier's check, certified check, cash, bank draft, or irrevocable letter of credit. No annual bid or performance bonds will be accepted unless otherwise indicated in the IFB.

GG. Tax Exempt: Greene County, Missouri is exempt from state sales tax under Missouri Constitutional Provisions (Mo. Tax I.D. #12531847), and is exempt from Federal Excise Tax by Title 25, U.S. Code annotated.

HH. Uniform Commercial Code: The purchase agreement shall be governed by the Missouri Uniform Commercial Code as adopted and in force on the date of the Agreement, and both parties shall have all remedies afforded to each of them by the Missouri U.C.C. except as specifically modified within the agreement.

II Trial by Jury: THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GRETTENS, Governor

Annual Wage Order No. 25

Section 039

GREENE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: March 9, 2018

Last Date Objections May Be Filed: April 9, 2018

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$26.22	66	28	\$12.00
Boltsman	6/18		\$27.91	57	7	\$29.35
Bricklayer and Stone Mason	6/18		\$28.25	24	74	\$17.70
Carpenter	6/18		\$25.84	81	5	\$16.65
Cement Mason	6/18		\$24.24	64	4	\$11.40
Communication Technician			\$25.92	21	48	\$12.20 + 10%
Electrician (Inside Wireman)			\$25.92	21	48	\$12.20 + 10%
Electrician (Outside Line Construction) Lineman			\$21.32	126	69	\$5.00 + 34.5%
Lineman Operator			\$28.37	125	65	\$5.00 + 34.5%
Groundman			\$26.78	125	65	\$5.00 + 34.5%
Elevator Constructor	6/18	a	\$48.91	28	54	\$34.955
Gazier			\$23.35	36	52	\$8.71
Ironworker	6/18		\$30.30	50	4	\$28.65
Laborer (Building)						
General	6/18		\$21.98	112	4	\$12.68
First Semi-Skilled	6/18		\$24.47	112	4	\$12.68
Second Semi-Skilled	6/18		\$22.67	112	4	\$12.68
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/18		\$25.68	123	78	\$16.65
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.95	124	74	\$9.52
Milwright	6/18		\$25.88	81	4	\$16.65
Operating Engineer						
Group I			\$26.84	84	4	\$14.24
Group II			\$25.08	84	4	\$14.24
Group III			\$24.34	84	4	\$14.24
Group III-A			\$25.05	84	4	\$14.24
Group IV						
Group V			\$19.10	84	4	\$14.24
Painter			\$22.42	7	14	\$12.40
Pile Driver	6/18		\$25.68	61	4	\$16.65
Pipe Fitter			\$30.10	19	1	\$15.02
Plasterer	6/18		\$24.24	64	4	\$11.30
Plumber			\$30.10	19	1	\$15.02
Roofer / Waterproof	6/18		\$24.07	10	2	\$11.81
Sheet Metal Worker			\$25.17	4	24	\$14.65
Sprinkler Fitter - Fire Protection	6/18		\$26.84	23	18	\$21.42
Terrazzo Worker			\$28.55	124	74	\$14.78
Terrazzo Finisher			\$18.22	124	74	\$14.78
Tie Setter			\$22.24	124	74	\$13.05
Tie Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$18.35	48	49	\$2.75
Truck Driver-Teamster						
Group I			\$19.45	98	4	\$4.72
Group II						
Group III			\$19.45	98	4	\$4.72
Group IV			\$19.45	98	4	\$4.72

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 26

6/18

Building Construction Rates for
GREENE County Footnotes

Section 039

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the work week shall consist of five (5) consecutive eight (8) hour days beginning on Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one half (1½) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten (10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

NO. 7: Means work between the hours of 7:00 a.m. and 8:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale. The provision of this Saturday Make up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) times the regular wage scale.

NO. 19: On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight-time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 21: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 24: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 8:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 8:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 8:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 8:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 46: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a makeup day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.51 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.87 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 61: Means except as herein provided, eight (8) hours a day, 8:00 a.m. to 4:30 p.m., shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten-hour four days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours per day, or forty (40) hours per week. When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day, at straight time not to exceed eight (8) hours for that day, or forty (40) hours per week. A make-up day is not to be used to make up time lost due to recognized holidays.

NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

NO. 84: The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 98: Means eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 5:30 and 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. When the five (5) day eight (8) hours work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. When the five (5) day eight (8) hour work week is in effect, starting time shall be between 7:00 a.m. and 8:00 a.m. All time worked before 7:00 a.m. shall be paid for at the rate of time and one-half (1½). All work performed on Saturday up to 6:00 p.m. (except as herein provided) shall be compensated for at the rate of time and one-half (1½). All time worked from 6:00 p.m. Saturday to 7:00 a.m. Monday will be paid for at the rate of double (2) time.

NO. 112: Means the regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided for, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 5:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**REPLACEMENT PAGE
GREENE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**GREENE COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 1: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, it will be celebrated on Saturday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 14: The following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 48: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**GREENE COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 62: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

NO. 64: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday; and shall be paid for at double (2) the regular straight time rate of pay.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 78: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

Heavy Construction Rates for
GREENE County

REPLACEMENT PAGE

Section 039

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/18	\$29.85	23	16	\$17.10
Electrician (Outside-Line Construction/Lineman)		\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator		\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer	6/18	\$23.02	31	30	\$5.75 + 28%
Groundman		\$26.78	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer	6/18	\$18.62	31	30	\$5.75 + 28%
Laborer					
General Laborer	6/18	\$25.18	4	18	\$13.67
Skilled Laborer	6/18	\$25.71	4	18	\$13.67
Milwright	6/18	\$29.85	23	16	\$17.10
Operating Engineer					
Group I	6/18	\$31.32	5	15	\$15.20
Group II	6/18	\$30.97	5	15	\$15.20
Group III	6/18	\$30.77	5	15	\$15.20
Group IV	6/18	\$26.72	5	15	\$15.20
Oil-Driver	6/18	\$28.72	5	15	\$15.20
Pile Driver	6/18	\$29.85	23	16	\$17.10
Traffic Control Service Driver		\$18.35	29	28	\$2.75
Truck Driver-Teamster					
Group I		\$29.67	12	3	\$12.85
Group II		\$29.73	12	3	\$12.85
Group III		\$29.72	12	3	\$12.85
Group IV		\$29.84	12	3	\$12.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.04(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.04(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**GREENE COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 6: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a makeup day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO. 18: Eight (8) hours of work between the hours of 6:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**GREENE COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

NO. 29: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a makeup day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**GREENE COUNTY
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 28: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of these personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) (Name of Company)
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based
upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060; I have completed full
and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this
company in connection with this project together with an accurate record of the number of hours worked by each
worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been
made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts
paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers;
(6) these payroll records are kept and have been provided for inspection to the authorized representative of the
contracting public body and will be available, as often as may be necessary, to such body and the Missouri
Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for
one year following the completion of this company's work on this project; and (8) there has been no exception to the
full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section
_____ issued by the Missouri Division of Labor Standards and applicable to this project located in
_____ County, Missouri, and completed on the _____ day of _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that
the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340,
570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____,
My commission expires _____.

Notary Public

Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

PW-4 (07-14) A1



DIVISION OF

LABOR
STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

CONTRACTOR PAYROLL RECORDS

(See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

Name of <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		Address of Contractor or Subcontractor:	
		City:	State: ZIP: Phone Number: () -
Name of Public Body		Address of Public Body:	
		City:	State: ZIP: Phone Number: () -
Payroll No.	For Week Ending / /	AWO	Project and Location
		Project or Contract No.	

1. Name and Address of Employee	2. Occupational Title ***	3. Day and Date		4. Total Hours	5. Hourly Rate + Cash Fringe	6. Gross Amt					7. Deductions			8. Net Wages Paid for Week
		Day	Date			Project	FICA and Medicare	Federal and State Withholding Tax	Other A	Other B	Total Deductions			
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*** If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. ***

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below; if fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

[illegible]

Date: _____

I, _____ (Name of Signatory Party), _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on _____ (Building or Work); that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Name and Title

Signature

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stocker Insurance Services PO Box 424 Republic MO 65738	CONTACT NAME: PHONE (A/C, No, Ext): (417) 732-6916 FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Acuity INSURER B: Auto-Owners Insurance Company INSURER C: Owners Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Steve Easton DBA Highway Safety Solutions 5618 S Elmira Ave Springfield MO 658102708	NAIC # 14184 18988 32700

COVERAGES

CERTIFICATE NUMBER: Cert ID 318

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		75001652	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4376858500	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5095956900	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Z10957	01/18/2018	01/18/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER F.I. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Greene County Missouri
933 N Robberson
Springfield MO 65802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris [Signature]

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ACORD 25 (2016/03)

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OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

CONTRACT #: 18-1017

RFP NO: 18-10675
TITLE: Guardrail Installation, Repair & Maintenance
AMENDMENT ISSUE DATE: 08/12/2019

CONTACT: Tami Greene
PHONE: (417)868-4019
E-MAIL: tgreene@greencountymo.gov

AMENDMENT NUMBER 1 TO AGREEMENT FOR CONTRACT SERVICES

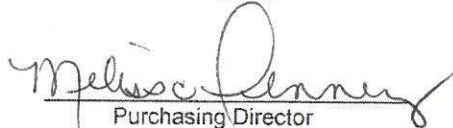
This Amendment Number 1 to Agreement for Contract Services (the "First Amendment") is made and entered into as of August 12, 2019 by and between the County of Greene, ("County") and Highway Safety Solutions ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of September 7, 2018, County of Greene contract #18-1017 (the "Agreement").

- Purpose:
1. The expiration date of the Agreement is changed from September 7, 2019 to September 7, 2020.
 2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

By: 
Purchasing Buyer

By: 
Purchasing Director

HIGHWAY SAFETY SOLUTIONS

By: 
STEVE EASTON
Title: OWNER

By: _____
Title: _____

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Auditor Certification

8/24/19
Date

Original

Christian County Commission

Invitation to Bid/Request for Proposal

REQUESTED: Office Supplies

CONTACT: Krista Raleigh

PHONE: (417) 582-4305

EMAIL: kraleigh@christiancountymo.gov

RETURN BID NO LATER THAN: 8:45 a.m. (Central Standard Time), March 20, 2020

BID OPENING DATE: March 20, 2020

BID OPENING TIME: 9:00 a.m. (Central Standard Time)

RETURN BID TO: Christian County Commission
100 West Church Street, Room 100
Ozark, Missouri 65721

NOTE: Please provide (4) four copies and one unbound original of your detailed bid proposal.

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

(1) SUBMITTAL INSTRUCTIONS:

Please print the due date on the outside of the package and return this entire document with your bid submission. Mark your sealed envelope "OFFICE SUPPLIES - BID DOCUMENTS – DO NOT OPEN". Sealed bids must be received at the Christian County Commission by the return date and time. No bid transmitted by fax machine or email will be accepted. Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the Commission office receives a container which is not identifiable as a bid/proposal, the container will be opened in order to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud during the Christian County Commission meeting at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) LATE BIDS:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services

were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether

disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

(10) For Construction Services:

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

(11) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

(12) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

(14) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(15) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such

laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(16) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

Christian County will enter into a one-year agreement.

~~Christian County has the option of renewing the agreement for two (2) additional one year periods. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.~~

~~The Commission will give vendor a 30-day written notice prior to the end of the term whether the county has exercised its option to renew or not.~~

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(17) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(18) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(19) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(20) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(21) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(22) Fuel charges:

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

(23) Description of Product:

The vendor should present a detailed description of the product proposed on ~~the Pricing Sheet (Page 12)~~ in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(24) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(25) Billing and Payments:

Invoices will be submitted to **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and

statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(26) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(27) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

(28) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

(29) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(30) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(31) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(32) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(33) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30-day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(34) Determination for Award:

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(35) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(36) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

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(37) PRICING SHEET— PLEASE SEE SPECIFICATION AND PRICING PAGE BELOW

Product/Service	Size/Type	Frequency	Price (includes all fees)

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. **Signature required below confirming understanding of this statement.**

Doing Business as (DBA) Name Admiral Express, LLC	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Admiral Express, LLC
Mailing Address 1823 N Yellowwood Ave	IRS Form 1099 Mailing Address 1823 N Yellowwood Ave
City, State, Zip Code Broken Arrow, OK 74012	City, State, Zip Code Broken Arrow, OK 74012

Contact Person Adam Portrey	Email Address: adam@admiralexpress.com
Phone Number 918-249-4000	Fax Number: 918-249-4083
Authorized Signature 	Date 3/19/2020

List three (3) business references:

1st

City of Broken Arrow	Lee Zirk		
Company Name	Representative Name		
1700 W Detroit	Broken Arrow	OK	74012
Address	City	State	Zip
918-259-7000			
Business Phone	Business Fax	Cellular Phone	
lzirk@brokenarrowok.gov			
email address if available			

2nd

Company Name	Representative Name		
Broken Arrow Public Schools	Cathy Mitchum		

701 S Main St

Broken Arrow

OK

74012

Address

City

State Zip

918-259-5738

Business Phone

Business Fax

Cellular Phone

email address if available

3rd

Cimarex

Company Name

Justin Wallace

Representative Name

202 S. Cheyenne, Ste 1000

Tulsa, OK 74103

Address

City

State Zip

918-560-7047

Business Phone

Business Fax

Cellular Phone

email address if available

(39) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
Ralph Phillips, Presiding Commissioner
Hosea Bilyeu, Western Commissioner
Mike Robertson, Eastern Commissioner



CHRISTIAN COUNTY -- OFFICE SUPPLIES BID

ITEM DESCRIPTION	PRODUCT #	QTY	UM	PRICE	Ext Price
BATTERIES AND SURGE PROTECTORS					
650 BATTERY BACKUP AND SURGE PROTECTION (2259351)	TRPOMNI650LCD		EA	\$163.54	
1350VA BATTERY BACKUP UPS, 10 OUTLETS (24323530)	TRPECO1500LCD		EA	\$240.55	
AA ALKALINE BATTERIES (MN1500B4Z)	EVEE91LP16		PK	\$24.10	
AAA ALKALINE BATTERIES (MN2400B4Z)	EVEE92LP16		PK	\$24.10	
BINDING AND ACCESSORIES					
1 IN ROUND RING VIEW BINDER WHITE (7221WE)	OFD396291		EA	\$1.30	
HEAVY DUTY 5 IN 3 RING D RING VIEW BINDER WHITE (7420SWE)	BSN62473		EA	\$9.73	
2 IN D RING VIEW BINDER WHITE (7320213)	OFD486328		EA	\$2.31	
3 IN D RING VIEW BINDER WHITE (7320313)	OFD486368		EA	\$2.87	
1 IN ROUND RING NON VIEW BINDER BLACK (739301)	OFD471844		EA	\$1.27	
1-1/2" ROUND RING VIEW BINDER WHITE (72215WE)	OFD396251		EA	\$1.66	
2 IN ROUND RING VIEW BINDER BLACK (7222BK)	OFD396231		EA	\$1.98	
CALCULATORS					
DESKTOP CALCULATOR 8 DIGIT (SPL230)	VCT15606		EA	\$175.80	
12 DIGIT DESKTOP PRINTING CALCULATOR (919333)	CNMP23DHW3		EA	\$37.94	
CALENDARS AND APPOINTMENT BOOKS					
22X17 MONTHLY DESK PAD BLK (QDM90MW20)	AAGSW20000		EA	\$9.74	
8X10 WEEKLY PLANNER BLACK (QSW301MW20)	BLS100004		EA	\$11.36	
30X20 MONTHLY WALL CALENDAR (QCM301MW20)	AAGPM428		EA	\$16.58	
CASH RECEIPT BOOKS					
CARBONLESS RECEIPT BOOK, 11X8, 3 PART (TC1182)	ABFTC1182		EA	\$7.61	
COMPUTER ACCESSORIES					
DUAL MONITOR STAND, UP TO 27", MONITORS BLK MI-797 (2093755IC)	FEL8042901		EA	\$114.83	
PRIVACY FILTER FOR 23" WIDESCREEN MONITOR (PF230W9)	MMMPF230W9B		EA	\$127.35	
PRIVACY FILTER FOR 17" STANDARD MONITOR (PF170C4B)	MMMPF170C4B		EA	\$86.67	
PRIVACY FILTER FOR 18.1" STANDARD MONITOR (PF181C4B)	MMMPF181C4B		EA	\$103.31	
PRIVACY FILTER FOR 18.5" WIDESCREEN MONITOR (PF185W9B)	MMMPF185W9B		EA	\$87.76	
PRIVACY FILTER FOR 19" STANDARD MONITOR (PF190C4B)	MMMPF190C4B		EA	\$92.30	
PRIVACY FILTER FOR 19" WIDESCREEN MONITOR (PF190W1B)	MMMPF190W1B		EA	\$98.36	
PRIVACY FILTER FOR 20" WIDESCREEN MONITOR (PF200W9B)	MMMPF200W9B		EA	\$128.63	
PRIVACY FILTER FOR 20.1 STANDARD MONITOR (PF201C3B)	MMMPF201C3B		EA	\$176.35	
PRIVACY FILTER FOR 20.1" WIDESCREEN MONITOR (PF201W1B)	MMMPF201WB		EA	\$95.74	
ELECTRONICS DUSTER, 10OZ (718862)	OFD110284		PK	\$12.82	
ELECTRONICS DUSTER, 7OZ (5007526C)	FALDE07521		EA	\$7.86	
ENVELOPES					
CLASP CATALOG ENVELOPE, 9X12, KRAFT (7C191278)	OFD330808		BX	\$7.58	
EASY CLOSE, PEEL&SEAL #10 ENVELOPES, 4-1/8X9-1/2, WHITE (75746Q)	OFD633904		BX	\$11.16	
GUMMED #10 ENVELOPE, 4-1/8X9-1/2, WHITE (WW10ES)	OFD633888		BX	\$8.97	
SELF SEALING ENVELOPE, 9X12, KRAFT (2708508)	OFD683244		BX	\$9.31	
FILING AND ORGANIZATION					
100% RECYCLED HANGING FILE FOLDERS, 1/5 CUT, LETTER SIZE, GREEN (7Q5215)	OFD810994		BX	\$3.95	
100% RECYCLED HANGING FILE FOLDERS, 1/5 CUT, ADJUSTABLE TABS, LETTER SIZE, GREEN (745215)	SMD65001		BX	\$22.78	
PREMIUM FOLDER FASTENERS (70011)	OIC99858		BX	\$9.88	
FILE POCKETS, STRAIGHT CUT TAB, 3.5 EXPANSION, LETTER SIZE, REDROPE (SMD73224)	SMD73224		BX	\$41.86	
FILE POCKETS, STRAIGHT CUT TAB, 3.5 EXPANSION, LEGAL SIZE, REDROPE (74224)	SMD74224		BX	\$48.15	
HEAVY DUTY FILE FOLDERS ASSORTED TABS, 1/3 CUT, LETTER SIZE, ASSORTED COLORS (75000)	BSN16517		BX	\$20.97	
FILE FOLDERS, ASSORTED TABS, 1/3 CUT, LETTER SIZE, ASSORTED COLORS (740913)	OFD542263		BX	\$10.25	
TOP LOADING SHEET PROTECTORS, CLEAR, 2.8 MIL (728200)	BSN32356		PK	\$3.36	
GENERAL OFFICE PAPER					
8.5X11" COPY PAPER, 92 BRIGHTNESS, 500 SHEETS/RM (720222CT)	ADMCP8511		CT	\$29.99	
8.5X14" COPY PAPER, 92 BRIGHT, 500 SHEETS/RM (720223)	BSN36593		CT	\$36.99	
94554 52X CD-R, 700MB CAPACITY (479609)	VER94554		PK	\$23.88	
PREMIUM LAMINATING POUCHES, 11-1/2X9", 5 MIL, LETTER (11020Q)	BSN20855		BX	\$8.97	
16GB USB 2.0 FLASH DRIVES (DSP16GB10PK)	VER99123		PK	\$23.90	
LABELS					
LASER ADDRESS LABELS, WHITE, 1X2-5/8 (710786B)	OFD612011		CT	\$4.32	
LASER ADDRESS LABELS, WHITE, 3-1/3X4" (71078B)	OFD612061		CT	\$4.42	
PRINTABLE FILE FOLDER LABELS, WHITE, 2/3X3-7/16" (731105Q)	AVE15695		PK	\$13.64	



RETURN ADDRESS LABELS,WHITE,1/2X1-3/4 (710796)	BSN26108	PK	\$10.66
MAILING AND SHIPPING			
WHITE MAILING TUBES,3"X36" (558448STP)	QUA46020	CT	\$158.56
MISC SUPPLIES			
HAND SANITIZER,PUMP,10OZ (7QB10SAN)	GOJ363912	EA	\$5.90
WIRE MESH PENCIL AND PEN CUP HOLDER,BLACK (25283Q)	OFD346437	EA	\$0.72
FLAT BOX FACIAL TISSUE,2PLY (7TF830)	SOL11513	CT	\$21.35
DISINFECTING WIPES (1594)	ADM980070881	PK	\$16.40
PAPER TOWELS,ROLL,2PLY (7HH290CT)	PGC74844	CT	\$30.18
COUNTERFEIT PEN (1843007)	SPR16014	PK	\$2.11
PLASTIC KNIVES,HEAVY WEIGHT (24390997)	BWKKNIFEHWPPWH	CT	\$20.06
PLASTIC FORKS,HEAVY WEIGHT (24390990)	BWKFORKHWPPWH	CT	\$20.06
PLASTIC SPOONS,HEAVY WEIGHT (24390992)	GJO30402	CT	\$17.02
PAPER PLATES,9" (721666)	GJO10320	PK	\$12.18
PAPER HOT CUP,12OZ (98920Q)	GJO19047CT	CT	\$57.78
PLASTIC HOT CUP LID,10-20OZ (91908)	GJO11259CT	CT	\$39.15
GROUND COFFEE,MEDIUM ROAST,CAFFEINATED (2802493)	FOL20421	EA	\$12.92
GROUND COFFEE,MEDIUM ROAST,DECAFFINATED (80273)	FOL00374EA	EA	\$12.41
K CUP COMPATIBLE COFFEE PODS,MEDIUM ROAST,CAFFINATED (2646682)	GMT6520	BX	\$12.93
K CUP COMPATIBLE COFFEE PODS,MEDIUM ROAST,DECAFFINATED (802254)	GMT7522	BX	\$13.58
COFFEE STIRRERS (878302)	GJO20050	BX	\$1.78
SUGAR PACKETS (72101)	SUG72101	BX	\$21.69
STEVIA PACKETS (50208)	FOL76014	BX	\$20.64
PRE MEASURED COFFEE PACK,0.8OZ,CAFFEINATED (FOL0897)	FOL06239	CS	\$25.57
NOTEBOOKS			
STENO PADS,6X9",GREGG RULED,WHITE (SBNW)	BSN26740PK	PK	\$17.67
LEGAL PAD,8-1/2X11",WIDE RULED (742328)	OFD305466	DZ	\$5.81
OFFICE CLIPS			
STEEL BINDER CLIPS,MEDIUM,5/8" CAPACITY (720500)	BSN36551	DZ	\$0.62
STEEL BINDER CLIPS,LARGE,2" CLIPS,1" CAPACITY (721000)	BSN36552	DZ	\$1.73
STEEL BINDER CLIPS,SMALL,3/8",CAPACITY (720200)	OFD560394	PK	\$0.60
STELL BINDER CLIPS,MINI	BSN65364	DZ	\$0.33
SELF STICK NOTES			
SELF STICK NOTES,3X3" (7384YW)	OFD843787	PK	\$3.56
STELF STICK NOTES,1-1/2X2" (7382YW)	OFD442306	PK	\$1.07
SELF STICK NOTES,4X6",LINED (7390YW)	BSN36619	PK	\$5.69
SELF STICK NOTES,1-3/8X1-7/8" (CD7382YW1)	BSN21459	PK	\$2.28
SIGN HERE FLAGS,1" WIDE (7QFL1SH)	MMM6805H12	BX	\$35.10
RULED BOOKS AND INDEX CARDS			
5X8" LINE RULED WHITE INDEX CARDS (90151)	BSN65263BX	BX	\$7.57
4X6" INDEX CARDS,RULED,WHITE (90141)	BSN65261BX	BX	\$11.01
STAMPS			
5 IN 1 DATE STAMP,SELF INKING (9014422Q)	USSE4850L	EA	\$15.11
US STAMP AND SIGN RUBBER DATE STAMP,4 BANDS,10 YEARS,TYPE SIZE 1-1/2 (9012706195)	XST40150	EA	\$31.79
STAPLES, TAPE, AND SUPPLIES			
STANDARD STAPLES	OFD432255	PK	\$4.27
HIGH CAPACITY STAPLES,3/8" (12025QL)	SWI35465	BX	\$6.51
INVISIBLE TAPE,MATTE FINISH,3/4"X36 YARDS (CD7651PK6)	BSN43571BX	BX	\$7.98
WHITE OUT 10PK,CORRECTION TAPE,SIDEWINDER (718673QL10)	ITA60233	PK	\$6.25
WRITING INSTRUMENTS			
RETRACTABLE GEL PENS,FINE POINT,BLACK INK,(627BK)	ITA30035	DZ	\$5.10
BALLPOINT STICK PENS,MEDIUM POINT,BLACK (29250QL)	OFD728919	DZ	\$0.58
ROLLERBALL PENS,FINE POINT,BLUE (732127)	ITA30036	DZ	\$5.10
BALLPOINT STICK PENS,MEDIUM POINT,BLACK (50730QL)	OFD728919	DZ	\$0.58
BALLPOINT STICK PENS,MEDIUM POINT,BLUE (50731QL)	OFD728982	DZ	\$0.68
GRIP GEL STICK PENS,MEDIUM POINT,BLACK (711246BK)	ITA36193	DZ	\$3.09
ROLLERBALL PENS,FINE POINT,RED (732185)	ITA36159	DZ	\$5.11
TANK STYLE HIGHLIGHTERS,CHISEL TIP,FLUORESCENT,YELLOW (728151)	ITA30004	DZ	\$4.03
TANK STYLE HIGHLIGHTERS,CHISEL TIP,ASSORTED (728155)	ITA30001	ST	\$2.26
PEN STYLE HIGHLIGHTERS,CHISEL TIP,ASSORTED (710398)	ITA36180	ST	\$1.71

FINAL MANDATORY COMPLIANCE CHECKLIST:

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Krista Raleigh, Purchasing Agent

(417) 582-4305

kraleigh@christiancountymo.gov

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	(✓)
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	(✓)
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 11, Section 38)	(✓)
I am including one (1) unbound original and four (4) copies of my bid. I understand that I must include Page 12 (Pricing Sheet), and all pages thereafter.	(✓)
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	(✓)
I am indicating on the envelope the good/service that I am bidding on.	(✓)



March 18, 2020

Christina County Commission
Attn: Krista Raleigh
100 West Church Street
Ozark, MO 65721

RE: Bid/RFP Office Supplies

Dear Ms. Raleigh:

Office Depot, Inc. ("Office Depot") respectfully requests an opportunity to provide an alternate proposal to the Bid/RFP referenced above.

It is Office Depot's intention to provide Christian County Commission with a formal proposal to consider the use of the Region 4 ESC / OMNIA Partners, Public cooperative contract program in response to the referenced Bid/RFP. The pricing and other terms and conditions of the Region 4 ESC / OMNIA Partners, Public program – Office Supplies – Contract Number R190303 & School Supplies Contract R190502 – shall take precedence over any other terms and conditions if Office Depot is selected.

Upon reviewing the original request, we found the following conditions within the Region 4 ESC program to exceed your requirements as set forth in the Bid/RFP. Specifically, the Region 4 ESC program offers the following:

1. **National Bid – Lead Agency – Region 4 Education Service Center (Houston, TX)**

- Reduces administrative burden
- Inter-local contract that allows piggy-backing
- Cooperative Partner – OMNIA Partners, Public

2. **Market Competitive Pricing:**

- Core List: More than 1300 high-use Office Supply and 1300 high-use School Supply items with market competitive pricing will be designated as Core List items. The Core List includes certain paper, ink and toner items.
- Additional Optional Core List: Available for eligible participants

- Discount from Web Pricing for BSD Catalog: Office Depot will offer Discount from Web by Product Category pricing for items listed in the primary printed catalog in use for account customers (also known as “contract” customers) of the Business Solutions Division that is in circulation at the time of the order (“BSD Catalog”), subject to pricing updates. Pricing for items within the BSD Catalog will be as set forth on Office Depot’s Business Solutions Division website located at <https://business.officedepot.com>.

Product Category	Discount from Web
Printers, Telephones, Mobility, Memory, Drives, Custom Business Essentials, Audio and Video, Monitors & Projectors, Marketing/Visual Services	Web Match
PC Accessories, Ink Jet Cartridges, Blank Media, Electronic Labeling	15%
Furniture, Binding Machines, Laminating Supplies, Dated Books/Refills, Calendars, Seating, Labels, Breakroom, Currency, Security, Chests, Paper Trimmers, Cash Registers, Time Clocks, Presentation	20%
Binders, Report Covers, Indexes, Dividers, Sheet Protectors, Paper, School Supplies, Office Accessories, Office Essentials, Clean/Personal Care, Specialty Paper, Stationery & Cards	25%
Business Notetaking, Contact Management, Forms, Mailroom/Shipping, Writing, Filing, General Office Paper	30%

- Pricing Updates:
 - Core List pricing may be updated quarterly, in January, April, July and October of each year. Items such as paper, ink, toner and janitorial papers, tissues and trash bag liners, and janitorial chemicals may update more frequently when extreme market conditions are present.
 - Non-Core List Items that are identified in the BSD Catalog will be updated on a quarterly basis, in January, April, July and October of each year. Non-core list items will be updated based on a quarterly snap-shot of web-based market competitive pricing, with agreed upon additional discounts from the web price by product categories.
 - Paper, Ink, Toner, and Janitorial Papers, Tissues and Trash Bag Liners: Pricing for any of these items (on either the Core List or as part of the Non-Core List Items) will be based upon market conditions. Office Depot will provide Region 4 ESC with thirty (30) days’ notice, for the Lead Agency’s approval prior to being passed through to Participating Agencies.
 - Non-Core List Items that are not identified in the BSD Catalog: Non-Core List Items that are not identified in the BSD Catalog, but which are identified on www.officedepot.com at the time of the order will be priced at the regular sales price (promotions excluded) as set forth on www.officedepot.com at the time of order. Please note that there are some exceptions to this Non-

Core, Non-BSD Catalog pricing which can be found in the Region 4 ESC / OMNIA Partner, public Agreement. Non-Core Items that are not identified in the BSD Catalog and/or not on www.officedepot.com at the time of the order shall not be subject to this pricing methodology. Rather, prices for these items, will be established by Office Depot and will be presented to the Participating Agency at time of order placement.

3. **Copy and Print and Custom Printing Services:** Office Depot offers aggressive fixed pricing on over 800 frequently purchased printing formats. Such pricing shall be based upon market conditions and will be reviewed on a quarterly basis. Office Depot will provide Region 4 ESC with thirty (30) days' notice of any price updates. Custom printing services, including custom imprinting services and large format prints, may be custom priced at a discount off of the local retail price at the time of the order.
4. **Rebates:** In addition to receiving competitive pricing through the Region 4 ESC / OMNIA Partners, public contract, Christian County Commission may also qualify for volume and copy & print category rebate incentives.

We understand that Christian County Commission has followed a very specific process with respect to this solicitation, and we understand that Christian County Commission is willing to consider alternative cooperative purchasing arrangements after the review of the submitted proposals are completed.

We are sincerely interested in continuing to develop a beneficial partnership with Christian County Commission.

Thank you for your consideration of this request.

Sincerely,



Chris Edler
Vice President

Christian County Commission

Invitation to Bid/Request for Proposal

REQUESTED: Office Supplies

CONTACT: Krista Raleigh

PHONE: (417) 582-4305

EMAIL: kraleigh@christiancountymo.gov

RETURN BID NO LATER THAN: 8:45 a.m. (Central Standard Time), March 20, 2020

BID OPENING DATE: March 20, 2020

BID OPENING TIME: 9:00 a.m. (Central Standard Time)

RETURN BID TO: Christian County Commission
100 West Church Street, Room 100
Ozark, Missouri 65721

NOTE: Please provide (4) four copies and one unbound original of your detailed bid proposal.

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

(1) SUBMITTAL INSTRUCTIONS:

Please print the due date on the outside of the package and return this entire document with your bid submission. Mark your sealed envelope "OFFICE SUPPLIES - BID DOCUMENTS – DO NOT OPEN". Sealed bids must be received at the Christian County Commission by the return date and time. No bid transmitted by fax machine or email will be accepted. Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the Commission office receives a container which is not identifiable as a bid/proposal, the container will be opened in order to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud during the Christian County Commission meeting at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) LATE BIDS:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services

were delayed due to labor strikes or unforeseen “Acts of God”, or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor’s sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor’s expense if return of the samples is stipulated in the vendor’s bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether

disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

(10) For Construction Services:

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

(11) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

(12) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

(14) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(15) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such

laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(16) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

Christian County will enter into a one-year agreement.

~~Christian County has the option of renewing the agreement for two (2) additional one-year periods. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.~~

~~The Commission will give vendor a 30-day written notice prior to the end of the term whether the county has exercised its option to renew or not.~~

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(17) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(18) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(19) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(20) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(21) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(22) Fuel charges:

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

(23) Description of Product:

The vendor should present a detailed description of the product proposed on ~~the Pricing Sheet (Page 12)~~ in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(24) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(25) Billing and Payments:

Invoices will be submitted to **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and

statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(26) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(27) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

(28) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

(29) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(30) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(31) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(32) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(33) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30-day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(34) Determination for Award:

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(35) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(36) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

~~(37) PRICING SHEET~~ PLEASE SEE SPECIFICATION AND PRICING PAGE BELOW

Product/Service	Size/Type	Frequency	Price (includes all fees)

Office Depot's response is contingent upon Christian County Commission's acceptance of the pricing, and terms and conditions as set forth in the OMNIA Partners/Region 4 ESC Office Supplies and School Supplies Master Agreement.

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name Office Depot, Inc.	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Office Depot, Inc.
Mailing Address 6600 North Military Trail	IRS Form 1099 Mailing Address 6600 North Military Trail
City, State, Zip Code Boca Raton, FL 33496	City, State, Zip Code Boca Raton, FL 33496

Contact Person Chris Edler	Email Address: Chris.Edler@officedepot.com
Phone Number 855-337-6811 ext. 16044	Fax Number:
Authorized Signature 	Date 03/18/2020

List three (3) business references:

1st

Company Name Palo Verede Unified School District

Representative Name Gabriel Camargo

295 N 1st Street Blythe CA 92225

Address City State Zip

760.922.1332

Business Phone Business Fax Cellular Phone

gabriel.camargo@pvusd.us

email address if available

2nd

Company Name Poplar Bluff School District R1

Representative Name China Reich

1110 N Westood Blvd Poplar Bluff MO 63901

Address

City

State Zip

[573.785.7751](tel:573.785.7751)

Business Phone

Business Fax

Cellular Phone

chinareich@pb.k12.mo.us

email address if available

3rd

Company Name [Whiteside School District 115](#)

Representative Name [Amy Sterthman](#)

[2028 Lebanon Avenue](#)

[Belleville](#)

[IL](#)

[62221](#)

Address

City

State Zip

[618.239.0000](tel:618.239.0000)

Business Phone

Business Fax

Cellular Phone

amy.sterthman@wssd115.org

email address if available

(39) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS

Ralph Phillips, Presiding Commissioner

Hosea Bilyeu, Western Commissioner

Mike Robertson, Eastern Commissioner

Bid and Pricing Specifications

BATTERIES AND SURGE PROTECTORS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-2259351	650 BATTERY BACKUP AND SURGE PROTECTOR	321880	EA	1	79.99	79.99
901-24323530	1350VA BATTERY BACKUP UPS, 10-OUTLETS					
901-MN1500B4Z	AA ALKALINE BATTERIES	343749	PK	4	3.11	3.11
901-MN2400B4Z	AAA ALKALINE BATTERIES	343772	PK	4	6.07	6.07

BINDING AND ACCESSORIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7221WE	1", ROUND RING, VIEW BINDER, WHITE	396291	EA	1	1.46	1.46

901-74205WE	HEAVY-DUTY 5", 3-RING D-RING VIEW BINDER, WHITE					
901-7320213	2", D-RING, VIEW BINDER, WHITE	486328	EA	1	3.23	3.23
901-7320313	3", D-RING, VIEW BINDER, WHITE	486368	EA	1	5.97	5.97
901-739301	1", ROUND RING, NON-VIEW BINDER, BLACK	471844	EA	1	5.97	5.97
901-72215WE	1-1/2" ROUND RING, VIEW BINDER, WHITE	396251	EA	1	2.05	2.05
901-7222BK	2" ROUND RING, VIEW BINDER, BLACK	396231	EA	1	2.64	2.64

CALCULATORS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-SPL230	DESKTOP CALCULATOR, 8-DIGIT	853197	EA	1	7.13	7.13
901-919333	12-DIGIT DESKTOP PRINTING CALCULATOR	655646	EA	1	7.13	7.13

CALENDARS AND APPOINTMENT BOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-QDM90MW20	22"X17" MONTHLY DESK PAD, BLACK					

901-QSW103MW20	8"X10" WEEKLY PLANNER, BLACK					
901-QCM301MW20	30"X20" MONTHLY WALL CALENDAR					

CASH RECEIPT BOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-TC1182	CARBONLESS RECEIPT BOOK, 11"X8", 3-PART	162354	EA	1	3.19	3.19

COMPUTER ACCESSORIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-2093755ICI	DUAL MONITOR STAND, UP TO 27" MONITORS, BLACK (MI-792)					

901-PF230W9	PRIVACY FILTER FOR 23" WIDESCREEEN MONITOR	195387	EA	1	92.64	92.64
901-PF170C4B	PRIVACY FILTER FOR 17" STANDARD MONITOR	574928	EA	1	135.49	135.49
901-PF181C4B	PRIVACY FILTER FOR 18.1" STANDARD MONITOR					
901-PF185W9B	PRIVACY FILTER FOR 18.5" WIDESCREEEN MONITOR	415743	EA	1	76.99	76.99
901-PF190C4B	PRIVACY FILTER FOR 19" STANDARD MONITOR	141848	EA	1	155.39	155.39
901-PF190W1B	PRIVACY FILTER FOR 19" WIDESCREEEN MONITOR	697395	EA	1	118.99	118.99
901-PF200W9B	PRIVACY FILTER FOR 20" WIDESCREEEN MONITOR	417305 2	EA	1	174.29	174.29
901-PF201C3B	PRIVACY FILTER FOR 20.1" STANDARD MONITOR	417350	EA	1	182.69	182.69
901-PF201W1B	PRIVACY FILTER FOR 20.1" WIDESCREEEN MONITOR	417305	EA	1	174.29	174.29
901-718862	ELECTRONICS DUSTER, 10 OZ.	110284	PK	6	24.64	24.64
901-5007526C	ELECTRONICS DUSTER, 7 OZ.	110284	PK	6	24.64	24.64

ENVELOPES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7CL91228	CLASP CATALOG ENVELOPE, 9"X12", KRAFT	330808	BX	100	6.76	6.76
901-75746Q	EASY-CLOSE, PEEL & SEAL #10 ENVELOPES, 4-1/8"X9-1/2", WHITE	633904	BX	500	15.34	15.34
901-WW10ES	GUMMED #10 ENVELOPE, 4-1/8"X9-1/2", WHITE	633888	BX	500	8.03	8.03
901-2708508	SELF-SEALING ENVELOPE, 9"X12", KRAFT					

FILING AND ORGANIZATION

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7Q5215	100% RECYCLED HANGING FILE FOLDERS, 1/5-CUT, LETTER SIZE, GREEN	810994	BX	25	4.70	4.70
901-745215	100% RECYCLED HANGING FILE FOLDERS, 1/5 CUT ADJUSTABLE TABS, LETTER SIZE, GREEN	810994	BX	25	4.70	4.70

901-7Q5315	100% RECYCLED 5-TAB HANGING FILE FOLDERS, LEGAL SIZE, GREEN	811018	PK	25	6.37	6.37
901-745315	100% RECYCLED HANGING FILE FOLDERS, 1/5 CUT, LEGAL SIZE, GREEN					
901-70011	PREMIUM FOLDER FASTENERS					
901-SMD73224UNI	FILE POCKETS, STRAIGHT CUT TAB, 3.5" EXPANSION, LETTER SIZE, REDROPE	917290	PK	25	64.99	64.99
901-74224	FILE POCKETS, STRAIGHT CUT TAB, 3.5" EXPANSION, LEGAL SIZE, REDROPE					
901-75000AD	HEAVY-DUTY FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LETTER SIZE, ASSORTED COLORS					
901-740913AD	FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LETTER SIZE, ASSORTED COLORS	7881526	BX	100	9.80	9.80

901-741013AD	FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LEGAL, ASSORTED COLORS					
901-728200	TOP-LOADING SHEET PROTECTORS, CLEAR, 2.8 MIL	491694	PK	200	17.02	17.02

GENERAL OFFICE PAPER

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
720222CT	8 ½ X 11 COPY PAPER, 92 BRIGHTNESS, 500 SHEETS/RM	273646	CA	10	29.99	29.99
720223	8 ½ X 14 COPY PAPER, 92 BRIGHTNESS, 500 SHEETS/RM					

IMAGING SUPPLIES, BLANK COMPUTER MEDIA, AND LAMINATION SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-479609	94554 52X CD-R, 700 MB CAPACITY	314264	PK	100	25.49	25.49
901-11020Q	PREMIUM LAMINATING POUCHES, 11-1/2" X 9", 5 MIL., LETTER	761135	PK	100	25.49	25.49
901-DSP16GB10PK	16 GB USB 2.0 FLASH DRIVES	829550	PK	10	44.10	44.10

LABELS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-710786B	LASER ADDRESS LABELS, WHITE, 1X2-5/8"	612111	7500	PK	48.79	48.79
901-710788	LASER ADDRESS LABELS, WHITE, 3-1/3X4"					
901-731105Q	PRINTABLE FILE FOLDER LABELS, WHITE, 2/3X3-7/16"					
901-710796	RETURN ADDRESS LABELS, WHITE, 1/2X1-3/4"					

MAILING AND SHIPPING

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-558448STP	WHITE MAILING TUBES, 3"X36"					

MISC. SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7QB10SAN	HAND SANITIZER, PUMP, 10 OZ.	734082	1	EA	1.83	1.83
901-25283Q	WIRE MESH PENCIL AND PEN CUP HOLDER, BLACK	346437	1	EA	.97	.97
901-7TF830	FLAT BOX FACIAL TISSUE, 2-PLY	579207	1	BX	1.49	1.49
901-01594	DISINFECTING WIPES	733753	12	CT	43.88	43.88
901-7HH290CT	PAPER TOWELS, ROLL, 2-PLY					
901-1843007	COUNTERFEIT PEN	424456	3	PK	3.72	3.72
901-24390997	PLASTIC KNIVES, HEAVY-WEIGHT	321388	1000	BX	28.51	28.51
901-24390990	PLASTIC FORKS, HEAVY-WEIGHT	321289	100	BX	28.17	28.17
901-24390992	PLASTIC SPOONS, HEAVY-WEIGHT	321163	1000	BX	19.56	19.56
901-721666	PAPER PLATES, 9"	508359	120	PK	3.43	3.43
901-98920Q	PAPER HOT CUP, 12 OZ.	673085	20	CT	74.14	74.14
901-91908	PLASTIC HOT CUP LID, 10-20 OZ.	546444	500	CA	26.81	26.81

901-2802493	GROUND COFFEE, MEDIUM ROAST, CAFFEINATED	993562	1	EA	16.52	16.52
901-80273	GROUND COFFEE, MEDIUM ROAST, DECAFFEINATED	765737	1	EA	10.10	10.10
901-2646682	K-CUP COMPATIBLE COFFEE PODS, MEDIUM ROAST, CAFFEINATED	700724	24	BX	12.79	12.79
901-802254	K-CUP COMPATIBLE COFFEE PODS, MEDIUM ROAST, DECAFFEINATED					
901-878302	COFFEE STIRRERS	876894	1000	PK	6.69	6.69
901-72101	SUGAR PACKETS	471565	1000	BX	6.60	6.60
901-50208	STEVIA PACKETS					
901-FOL06897UNI	PRE-MEASURED COFFEE PACK, 0.8 OZ, CAFFEINATED	683084	42	CT	36.09	36.09

NOTEBOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-SBNW	STENO PADS, 6"X9", GREGG RULED, WHITE	533400	12	DZ	7.74	7.74
901-742328	LEGAL PAD, 8-1/2"X11", WIDE RULED	305466	12	PK	5.39	5.39

OFFICE CLIPS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-720500	STEEL BINDER CLIPS, MEDIUM, 5/8" CAPACITY	429431	1	BX	.58	.58
901-721000	STEEL BINDER CLIPS, LARGE, 2" CLIP, 1" CAPACITY	308957	12	BX	1.46	1.46
901-720200	STEEL BINDER CLIPS, SMALL, 3/8" CAPACITY	429415	12	BX	.25	.25

901-720100	STEEL BINDER CLIPS, MINI, ¼" CAPACITY	909309	12	BX	.24	.24
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SELF-STICK NOTES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7384YW	SELF-STICK NOTES, 3"X3"	420994	18	PK	5.61	5.61
901-7382YW	SELF-STICK NOTES, 1-1/2" X 2"	442306	12	PK	1.53	1.53
901-7390YW	SELF-STICK NOTES, 4"X6", LINED	723824	8	PK	9.48	9.48
901-CD7382YW1	SELF-STICK, FLAT NOTES, 1-3/8"X 1-7/8"					
901-7QFL1SH	SIGN-HERE FLAGS, 1" WIDE	550657	2	PK	7.99	7.99

RULED BOOKS AND INDEX CARDS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-51	5"X8" LINE RULED WHITE INDEX CARDS	189662	100	PK	1.27	1.27
901-41	4"X6" INDEX CARDS, RULED, WHITE					

STAMPS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-4422Q	5-IN-1 DATE STAMP, SELF-INKING					
901-2706195	U.S. STAMP & SIGN RUBBER DATE STAMP, 4 BANDS, 10 YEARS, TYPE SIZE 1 ½	3875302	1	EA	7.95	7.95

STAPLES, TAPE, AND SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-791123	STANDARD STAPLES, 1/4"	766967	1	BX	2.62	2.62
901-12025QL	HIGH CAPACITY STAPLES, 3/8"					
901-CD765IPK6	INVISIBLE TAPE, MATTE FINISH, 3/4"X36 YARDS.					
901-718673QL10	WHITE-OUT 10-PACK CORRECTION TAPE, SIDEWINDER	965232	12	PK	9.35	9.35

WRITING INSTRUMENTS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-G27BK	RETRACTABLE GEL PENS, FINE POINT, BLACK INK	262620	12	1	17.49	17.49
901-29250QL	BALLPOINT STICK PENS, MEDIUM POINT, BLACK					

901-732127	ROLLERBALL PENS, FINE POINT, BLUE					
901-50730QL	BALLPOINT STICK PENS, MEDIUM POINT, BLACK	728919	12	DZ	.90	.90
901-50731QL	BALLPOINT STICK PENS, MEDIUM POINT, BLUE					
901-711246BK	GRIP GEL STICK PENS, MEDIUM POINT, BLACK	738636	12	DZ	6.99	6.99
901-732185	ROLLERBALL PENS, FINE POINT, RED	507055	12	DZ	17.99	17.99
901-728151	TANK STYLE HIGHLIGHTERS, CHISEL TIP, FLUORESCENT YELLOW	128844	12	DZ	2.54	2.54
901-728155	TANK STYLE HIGHLIGHTERS, CHISEL TIP, ASSORTED	128844	12	DZ	2.54	2.54
901-710398	PEN STYLE HIGHLIGHTERS, CHISEL TIP, ASSORTED	5670068	36	BX	18.39	18.39

FINAL MANDATORY COMPLIANCE CHECKLIST:

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Krista Raleigh, Purchasing Agent

(417) 582-4305

kraleigh@christiancountymtmo.gov

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	✓
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 11, Section 38)	✓
I am including one (1) unbound original and four (4) copies of my bid. I understand that I must include Page 12 (Pricing Sheet), and all pages thereafter.	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	✓
I am indicating on the envelope the good/service that I am bidding on.	✓

Christian County Commission

Invitation to Bid/Request for Proposal

REQUESTED: Office Supplies

CONTACT: Krista Raleigh

PHONE: (417) 582-4305

EMAIL: kraleigh@christiancountymo.gov

RETURN BID NO LATER THAN: 8:45 a.m. (Central Standard Time), March 20, 2020

BID OPENING DATE: March 20, 2020

BID OPENING TIME: 9:00 a.m. (Central Standard Time)

RETURN BID TO: Christian County Commission
100 West Church Street, Room 100
Ozark, Missouri 65721

NOTE: Please provide (4) four copies and one unbound original of your detailed bid proposal.

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

(1) SUBMITTAL INSTRUCTIONS:

Please print the due date on the outside of the package and return this entire document with your bid submission. Mark your sealed envelope "OFFICE SUPPLIES - BID DOCUMENTS – DO NOT OPEN". Sealed bids must be received at the Christian County Commission by the return date and time. No bid transmitted by fax machine or email will be accepted. Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the Commission office receives a container which is not identifiable as a bid/proposal, the container will be opened in order to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud during the Christian County Commission meeting at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) LATE BIDS:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services

were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether

disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

(10) For Construction Services:

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

(11) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

(12) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

(14) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(15) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such

laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(16) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

Christian County will enter into a one-year agreement.

~~Christian County has the option of renewing the agreement for two (2) additional one-year periods. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.~~

~~The Commission will give vendor a 30-day written notice prior to the end of the term whether the county has exercised its option to renew or not.~~

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(17) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(18) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(19) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(20) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(21) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(22) Fuel charges:

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

(23) Description of Product:

The vendor should present a detailed description of the product proposed on ~~the Pricing Sheet (Page 12)~~ in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(24) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(25) Billing and Payments:

Invoices will be submitted to **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and

statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(26) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(27) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

(28) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

(29) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(30) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(31) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(32) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(33) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30-day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(34) Determination for Award:

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(35) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(36) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

~~(37) PRICING SHEET~~ PLEASE SEE SPECIFICATION AND PRICING PAGE BELOW

Product/Service	Size/Type	Frequency	Price (includes all fees)

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>Office Essentials</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Office Essentials Inc.</i>
Mailing Address <i>1834 Walton Rd.</i>	IRS Form 1099 Mailing Address <i>1834 Walton Rd</i>
City, State, Zip Code <i>St. Louis, Mo 63114</i>	City, State, Zip Code <i>St. Louis, Mo 63114</i>

Contact Person <i>DAVE Holmin</i>	Email Address: <i>dholmin@offess.com</i>
Phone Number <i>217-741-9869</i>	Fax Number: <i>866-740-4958</i>
Authorized Signature <i>D Holmin</i>	Date <i>3-18-20</i>

List three (3) business references:

1st

Company Name City Utilities Representative Name Teri Crumpley

301 E. Central St. Spfld. Mo 65802

Address City State Zip

(417) 831-8660

Business Phone Business Fax Cellular Phone

email address if available

2nd

Company Name Prime Inc. Representative Name Sarah Wilbur

2740 N. Mayfair Spfld Mo. 65803

Address

City

State Zip

(417) 866-0001

Business Phone

Business Fax

Cellular Phone

email address if available

3rd

Company Name

Greene County

Representative Name

Melissa Denny

1443 N. Robberson Suite 100 Spfld, Mo 65802

Address

City

State Zip

(417) 868-4013

Business Phone

Business Fax

Cellular Phone

email address if available

(39) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
Ralph Phillips, Presiding Commissioner
Hosea Bilyeu, Western Commissioner
Mike Robertson, Eastern Commissioner

FINAL MANDATORY COMPLIANCE CHECKLIST:

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Krista Raleigh, Purchasing Agent

(417) 582-4305

kraleigh@christiancountymmo.gov

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	✓
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 11, Section 38)	✓
I am including one (1) unbound original and four (4) copies of my bid. I understand that I must include Page 12 (Pricing Sheet), and all pages thereafter.	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	✓
I am indicating on the envelope the good/service that I am bidding on.	✓

Bid and Pricing Specifications

BATTERIES AND SURGE PROTECTORS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-2259351	650 BATTERY BACKUP AND SURGE PROTECTOR	APW-BE 650G1	1	EA	74.68	74.68
901-24323530	1350VA BATTERY BACKUP UPS, 10-OUTLETS	TRP ECO1500LCD	1	EA	212.79	212.79
901-MN1500B4Z	AA ALKALINE BATTERIES	DUR- MN1500B4Z	4	PK	4.18	4.18
901-MN2400B4Z	AAA ALKALINE BATTERIES	DUR- MN2400B4Z	4	PK	4.28	4.28

BINDING AND ACCESSORIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7221WE	1", ROUND RING, VIEW BINDER, WHITE	UNV-20962	1	EA	1.54	1.54

901-74205WE	HEAVY-DUTY 5", 3-RING D-RING VIEW BINDER, WHITE	UNV-20997	1	EA	11.79	11.79
901-7320213	2", D-RING, VIEW BINDER, WHITE	UNV- 20746	1	EA	2.99	2.99
901-7320313	3", D-RING, VIEW BINDER, WHITE	UNV- 20992	1	EA	3.59	3.59
901-739301	1", ROUND RING, NON-VIEW BINDER, BLACK	UNV- 31401	1	EA	1.52	1.52
901-72215WE	1-1/2" ROUND RING, VIEW BINDER, WHITE	UNV- 20972	1	EA	2.26	2.26
901-7222BK	2" ROUND RING, VIEW BINDER, BLACK	UNV- 20981	1	EA	2.77	2.77

CALCULATORS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-SPL230	DESKTOP CALCULATOR, 8-DIGIT	IVR- 15927	1	EA	5.32	5.32
901-919333	12-DIGIT DESKTOP PRINTING CALCULATOR	VCT- 26402	1	EA	72.05	72.05

CALENDARS AND APPOINTMENT BOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-QDM90MW20	22"X17" MONTHLY DESK PAD, BLACK	RED- C1731	1	EA	2.10	2.10

901-QSW103MW20	8"X10" WEEKLY PLANNER, BLACK	AAG- 70950G05	1	EA	17.07	17.07
901-QCM301MW20	30"X20" MONTHLY WALL CALENDAR	AAG- PM428	1	EA	13.98	13.98

CASH RECEIPT BOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-TC1182	CARBONLESS RECEIPT BOOK, 11"X8", 3-PART	ABF- TC1182	1	EA	7.39	7.39

COMPUTER ACCESSORIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-2093755ICI	DUAL MONITOR STAND, UP TO 27" MONITORS, BLACK (MI-792)	ALE- AEMA2B	1	EA	105.99	105.99

901-PF230W9	PRIVACY FILTER FOR 23" WIDESCREEN MONITOR	MMM-PF230W9B	1	EA	107.30	107.30
901-PF170C4B	PRIVACY FILTER FOR 17" STANDARD MONITOR	IUR-BLF170	1	EA	42.11	42.11
901-PF181C4B	PRIVACY FILTER FOR 18.1" STANDARD MONITOR	MMM-PF181C4B	1	EA	83.74	83.74
901-PF185W9B	PRIVACY FILTER FOR 18.5" WIDESCREEN MONITOR	IUR-BLF185W	1	EA	53.54	53.54
901-PF190C4B	PRIVACY FILTER FOR 19" STANDARD MONITOR	IUR-BLF190	1	EA	53.54	53.54
901-PF190W1B	PRIVACY FILTER FOR 19" WIDESCREEN MONITOR	IUR-BLF190W	1	EA	54.99	54.99
901-PF200W9B	PRIVACY FILTER FOR 20" WIDESCREEN MONITOR	IUR-BLF20W	1	EA	60.16	60.16
901-PF201C3B	PRIVACY FILTER FOR 20.1" STANDARD MONITOR	IUR-BLF201	1	EA	50.78	50.78
901-PF201W1B	PRIVACY FILTER FOR 20.1" WIDESCREEN MONITOR	IUR-BLF201W	1	EA	50.78	50.78
901-718862	ELECTRONICS DUSTER, 10 OZ.	PDC-1060325	2 EA	PK	8.81	17.62
901-5007526C	ELECTRONICS DUSTER, 7 OZ.	PDC-105870	6 EA	PK	26.16	26.16

ENVELOPES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7CL91228	CLASP CATALOG ENVELOPE, 9"X12", KRAFT	UNV-35264	100 EA	BOX	7.99	7.99
901-75746Q	EASY-CLOSE, PEEL & SEAL #10 ENVELOPES, 4-1/8"X9-1/2", WHITE	UNV-36003	500 EA	BOX	20.99	20.99
901-WW10ES	GUMMED #10 ENVELOPE, 4-1/8"X9-1/2", WHITE	UNV-36320	500 EA	BOX	9.99	9.99
901-2708508	SELF-SEALING ENVELOPE, 9"X12", KRAFT	QUA-43563	100 EA	BOX	24.04	24.04

FILING AND ORGANIZATION

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7Q5215	100% RECYCLED HANGING FILE FOLDERS, 1/5-CUT, LETTER SIZE, GREEN	UNV-14115	25 EA	BOX	5.59	5.59
901-745215	100% RECYCLED HANGING FILE FOLDERS, 1/5 CUT ADJUSTABLE TABS, LETTER SIZE, GREEN	UNV-14115	25 EA	BOX	5.59	11.18

901-7Q5315	100% RECYCLED 5-TAB HANGING FILE FOLDERS, LEGAL SIZE, GREEN	UNV- 14215	25 EA	Box	6.69	6.69
901-745315	100% RECYCLED HANGING FILE FOLDERS, 1/5 CUT, LEGAL SIZE, GREEN	UNV- 14215	25 EA	Box	6.69	6.69
901-70011	PREMIUM FOLDER FASTENERS	ACC. 70011	100 EA	Box	8.74	8.74
901-SMD73224UNI	FILE POCKETS, STRAIGHT CUT TAB, 3.5" EXPANSION, LETTER SIZE, REDROPE	SMD- 73224	25 EA	Box	23.29	23.29
901-74224	FILE POCKETS, STRAIGHT CUT TAB, 3.5" EXPANSION, LEGAL SIZE, REDROPE	SMD- 74224	25 EA	Box	30.24	30.24
901-75000AD	HEAVY-DUTY FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LETTER SIZE, ASSORTED COLORS	UNV- 10506	100 EA	Box	12.00	12.00
901-740913AD	FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LETTER SIZE, ASSORTED COLORS	UNV- 10506	100 EA	Box	12.00	12.00

901-741013AD	FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LEGAL, ASSORTED COLORS	SMD- 16943	100 ea	Box	26.50	26.50
901-728200	TOP-LOADING SHEET PROTECTORS, CLEAR, 2.8 MIL	UNV- 21125	100 ea	Box	3.59	7.18

GENERAL OFFICE PAPER

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
720222CT	8 1/2 X 11 COPY PAPER, 92 BRIGHTNESS, 500 SHEETS/RM	DEI- SMP8511	10 RM	CTN	30.99	30.99
720223	8 1/2 X 14 COPY PAPER, 92 BRIGHTNESS, 500 SHEETS/RM	UNV- 24200	10 RM	CTN	48.99	48.99

IMAGING SUPPLIES, BLANK COMPUTER MEDIA, AND LAMINATION SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-479609	94554 52X CD-R, 700 MB CAPACITY	VER- 94554	100 EA	PK	11.99	11.99
901-11020Q	PREMIUM LAMINATING POUCHES, 11-1/2" X 9", 5 MIL., LETTER	GBC- 3200716	100 EA	Box	51.35	51.35
901-DSP16GB10PK	16 GB USB 2.0 FLASH DRIVES	VER- 99810	5 EA	Pack	24.65	49.30

LABELS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-710786B	LASER ADDRESS LABELS, WHITE, 1X2-5/8"	UNV- 80120	7500 EA	Box	19.84	19.84
901-710788	LASER ADDRESS LABELS, WHITE, 3-1/3X4"	UNV- 80108	600 EA	Box	7.32	7.32
901-731105Q	PRINTABLE FILE FOLDER LABELS, WHITE, 2/3X3-7/16"	AVE- 8366	750 EA	PALK	15.02	30.04
901-710796	RETURN ADDRESS LABELS, WHITE, 1/2X1-3/4"	UNV- 80001	8000 EA	Box	8.86	8.86

MAILING AND SHIPPING

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-558448STP	WHITE MAILING TUBES, 3"X36"	QUA- 46020	25 EA	Cartons	102.40	49.15

MISC. SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7QB10SAN	HAND SANITIZER, PUMP, 10 OZ.	GOODS- 363912EA	1	EACH	5.99	5.99
901-25283Q	WIRE MESH PENCIL AND PEN CUP HOLDER, BLACK	UNV- 20013	1	EA	.79	.79
901-7TF830	FLAT BOX FACIAL TISSUE, 2-PLY	GEN- FACIAL30100	30PK	CTN	19.49	.65
901-01594	DISINFECTING WIPES	CLD- 01594EA	1	EA	3.99	3.99
901-7HH290CT	PAPER TOWELS, ROLL, 2-PLY	BWK- 6272	30EA	CTN	21.59	21.59
901-1843007	COUNTERFEIT PEN	MMF- 200045110	1	EA	2.61	2.61
901-24390997	PLASTIC KNIVES, HEAVY-WEIGHT	DXE- KH207	100 EA	BX	4.39	4.39
901-24390990	PLASTIC FORKS, HEAVY-WEIGHT	DXE- FH207	100 EA	BX	4.39	4.39
901-24390992	PLASTIC SPOONS, HEAVY-WEIGHT	DXE- SH207	100EA	BX	4.39	4.39
901-721666	PAPER PLATES, 9"	ATM- PP9GREWHAK	100EA	PK	3.29	3.29
901-98920Q	PAPER HOT CUP, 12 OZ.	DXE- 5342DX	500EA	CTN	55.99	55.99
901-91908	PLASTIC HOT CUP LID, 10-20 OZ.	DXE- 9542500DX	50 ea	PACK	3.29	3.29

PK

901-2802493	GROUND COFFEE, MEDIUM ROAST, CAFFEINATED	FOL-0529C	/	EACH	15.99	15.99
901-80273	GROUND COFFEE, MEDIUM ROAST, DECAFFEINATED	FOL-20421EA	/	EACH	10.99	10.99
901-2646682	K-CUP COMPATIBLE COFFEE PODS, MEDIUM ROAST, CAFFEINATED	GMT-0845	24 ea	BX	14.29	57.16
901-802254	K-CUP COMPATIBLE COFFEE PODS, MEDIUM ROAST, DECAFFEINATED	MLA-75413	18 EA	BX	5.99	5.99
901-878302	COFFEE STIRRERS	RPP-R810BX	1000 EA	BX	\$.99	\$.99
901-72101	SUGAR PACKETS	DFX-00021	1200 EA	CTN	12.99	12.99
901-50208	STEVIA PACKETS	SMU-76014	200 ea	BX	15.29	15.29
901-FOL06897UNI	PRE-MEASURED COFFEE PACK, 0.8 OZ, CAFFEINATED	FOL-06897	42 EA	CTN	19.49	19.49

NOTEBOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-SBNW	STENO PADS, 6"X9", GREGG RULED, WHITE	UNV-96920PK	6 EA	PACK	3.99	7.98
901-742328	LEGAL PAD, 8-1/2"X11", WIDE RULED	UNV-20630	12 EA	DOZEN	8.29	8.29

OFFICE CLIPS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-720500	STEEL BINDER CLIPS, MEDIUM, 5/8" CAPACITY	UNV-10210	12 EA	DOZEN	\$.50	\$.50
901-721000	STEEL BINDER CLIPS, LARGE, 2" CLIP, 1" CAPACITY	UNV-10220	12 EA	DOZEN	1.35	1.35
901-720200	STEEL BINDER CLIPS, SMALL, 3/8" CAPACITY	UNV-10200	12 EA	DOZEN	\$.25	\$.25

901-720100	STEEL BINDER CLIPS, MINI, 3/4" CAPACITY	UNV-10199	12 EACH	Dozen	\$.19	\$.19
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SELF-STICK NOTES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7384YW	SELF-STICK NOTES, 3"X3"	UNV-35668	12 pd	Pack	2.29	2.29
901-7382YW	SELF-STICK NOTES, 1-1/2" X 2"	UNV-28062	12 pd	Pack	2.19	2.19
901-7390YW	SELF-STICK NOTES, 4"X6", LINED	UNV-35673	12 pd	Pack	6.99	6.99
901-CD7382YW1	SELF-STICK, FLAT NOTES, 1-3/8"X 1-7/8"	UNV-35662	12 pd	Pack	1.61	1.61
901-7QFL1SH	SIGN-HERE FLAGS, 1" WIDE	UNV-99005	100 EA	Pack	1.99	1.99

RULED BOOKS AND INDEX CARDS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-51	5"X8" LINE RULED WHITE INDEX CARDS	DXF-51	100 EA	PACK	1.78	1.78
901-41	4"X6" INDEX CARDS, RULED, WHITE	UNV-47230	100 EA	PACK	.79	.79

STAMPS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-4422Q	5-IN-1 DATE STAMP, SELF-INKING	USS-E4754	1	EACH	15.99	15.99
901-2706195	U.S. STAMP & SIGN RUBBER DATE STAMP, 4 BANDS, 10 YEARS, TYPE SIZE 1 ½	USS-T2754	1	EACH	4.99	4.99

STAPLES, TAPE, AND SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-791123	STANDARD STAPLES, 1/4"	UNV-79000	5000	Box	.55	.55
901-12025QL	HIGH CAPACITY STAPLES, 3/8"	SWI-35550	2500	Box	4.58	4.58
901-CD765IPK6	INVISIBLE TAPE, MATTE FINISH, 3/4"X36 YARDS.	UNV-83436VP	12 roll	Pack	6.99	3.50
901-718673QL10	WHITE-OUT 10-PACK CORRECTION TAPE, SIDEWINDER	UNV-75612	10 ea	Pack	10.99	10.99

WRITING INSTRUMENTS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-G27BK	RETRACTABLE GEL PENS, FINE POINT, BLACK INK	PIL 31020	12 ea	Dozen	11.39	11.39
901-29250QL	BALLPOINT STICK PENS, MEDIUM POINT, BLACK	UNV-15613	60 ea	Pack	4.26	4.26

901-732127	ROLLERBALL PENS, FINE POINT, BLUE	PIL- 35349	12EA	D2	11.70	
901-50730QL	BALLPOINT STICK PENS, MEDIUM POINT, BLACK	UNV- 27410	12EA	DZ	4.79	4.79
901-50731QL	BALLPOINT STICK PENS, MEDIUM POINT, BLUE	UNV- 27411	12EA	DZ	4.79	4.79
901-711246BK	GRIP GEL STICK PENS, MEDIUM POINT, BLACK	UNV- 39510	12EA	DZ	3.60	3.60
901-732185	ROLLERBALL PENS, FINE POINT, RED	PIL- 35352	12EA	DZ	11.70	11.70
901-728151	TANK STYLE HIGHLIGHTERS, CHISEL TIP, FLUORESCENT YELLOW	UNV- 08861	12EA	DZ	3.75	3.75
901-728155	TANK STYLE HIGHLIGHTERS, CHISEL TIP, ASSORTED	UNV- 08860	5EA	Set	2.08	2.08
901-710398	PEN STYLE HIGHLIGHTERS, CHISEL TIP, ASSORTED	UNV- 08850	5EA	Set	1.85	1.85

List three (3) business references:

1st

Company Name City Utilities Representative Name Teri Crumpley

301 E. Central St. Spfld. Mo 65802

Address City State Zip

(417) 831-8660

Business Phone Business Fax Cellular Phone

email address if available

2nd

Company Name Prime Inc. Representative Name Sarah Wilbur

2740 N. Mayfair Spfld Mo. 65803

Address

City

State Zip

(417) 866-0001

Business Phone

Business Fax

Cellular Phone

email address if available

3rd

Company Name

Greene County

Representative Name

Melissa Denny

1443 N. Robberson Suite 100 Spfld, Mo 65802

Address

City

State Zip

(417) 868-4013

Business Phone

Business Fax

Cellular Phone

email address if available

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>Office Essentials</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Office Essentials Inc.</i>
Mailing Address <i>1834 Walton Rd.</i>	IRS Form 1099 Mailing Address <i>1834 Walton Rd</i>
City, State, Zip Code <i>St. Louis, Mo 63114</i>	City, State, Zip Code <i>St. Louis, Mo 63114</i>

Contact Person <i>DAVE Holmin</i>	Email Address: <i>dholmin@offess.com</i>
Phone Number <i>217-741-9869</i>	Fax Number: <i>866-740-4958</i>
Authorized Signature <i>D Holmin</i>	Date <i>3-18-20</i>



March 12, 2020

Krista Raleigh
Christian County Commission
100 West Church Street, Room 100
Ozark, MO 65721

Quill Bid Number: 20-22407
Customer Bid Info: Office Supplies
Account Number: 5289003

Dear Krista Raleigh,

Thank you for your recent bid request. We appreciate your interest in Quill.com and are pleased to extend special pricing on the enclosed bid. Please note that the bid prices and free shipping are good through **March 31, 2021** and are not valid with any other offers or promotions.

Below are a few guidelines that we ask for you to follow to ensure the proper pricing and handling of your purchase orders:

- ☐ **Verbal or written acceptance** is requested to guarantee your discounts. Please see attached Bid Award Form. If any additional recap information is available, please forward as well. (this will allow us to review and revise our pricing in order to continue to provide the best product pricing available)
- ☐ Please use the Quill bid number above, Quill item numbers and prices that are referenced on your bid when placing purchase orders for easy and accurate processing. Orders will ship and invoice the same day, if orders must invoice and/or ship on or after a certain date this must be indicated clearly on your purchase order
- ☐ Please email your tax exempt form to taxexempt@quill.com or fax to 800-499-8805.
- ☐ Quill.com offers easy online ordering with visibility to your special item pricing at www.Quill.com.

Thank you once again for choosing Quill.com. We look forward to working with you in the future.

Sincerely,
Quill Bid Department

Note: All Quill brand products are equal to (or better than) other name brand products and they're deeply discounted every day. We are so sure of this statement that we proudly stand behind it with our lifetime guarantee.



BID AWARD FORM

In order to ensure proper bid pricing is applied, **complete and return this form** along with any detailed award information. *If results are automatically sent out or posted online, this form is not required.*

Quill Bid #**20-22407** ** Please reference this bid # and Quill Item Numbers on ALL purchase orders

Account # **5289003** State: **MO**

Account Name: **Christian County Commission**

- Quill.com reserves the right to review and correct pricing/product errors. We will make every effort to satisfy the needs of our customers, as you are our most important asset.
- If Quill.com is awarded, please provide us a list of contacts and/or locations that need to be included as a part of this bid.
- In the event a product is discontinued during the term of your contract with Quill.com, Quill.com will try to find a substitute product at a similar cost. If a substitute product is available but is a higher price, Quill.com may sell you such substitute product at the higher price cost unless you tell us otherwise. If a substitute product is *not* available, we request that you purchase such discontinued product from the next lowest bidder.

Were items awarded to Quill.com on this bid? All ☐ Some ☐ None ☐

If not, who was awarded your bid? _____

Is a bid tabulation available? Yes ☐ No ☐

If tabulation will not be available until a later date, approximately what date will the tabulation be available? _____

In order to remain on your bid solicitation list, we welcome your feedback as to the reason(s) we were not considered _____

Are you tax exempt? Yes ☐ No ☐

If so, please send your tax exemption certificate to taxexempt@Quill.com or fax to 800-499-8805.

This BID AWARD FORM can be returned via:

Fax: (888) 888-8250

Email: bid@quill.com

Or Mail:

Quill LLC
Bid Department
100 Schelter Road
Lincolnshire, IL 60069-3621

Thank you for the opportunity to do business with you!

Quill's Bid Team
(800) 634-4809



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

Sales Contact Information

Deb Smith

National Account Manager

Phone: (800) 789-7020 ext. 1428

Fax: (888) 888-8250

Email: Deb.Smith@quill.com

Sales Team Manager

Therese Schwarz

Phone: (800) 789-7020 ext. 4352

Email: Therese.Schwarz@quill.com

Bid Department Email

bid@quill.com



Delivery Policy

- 99% in stock rate, 98% on time delivery
- Delivery to anywhere in the United States from one of our warehouse or directly from manufacturer.
- Ship to all 50 states including Alaska & Hawaii & 8 American Territories (AS, FM, GU, MH, MP, PW, PR & VI)

Standard Shipping is via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO stock.

- UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
- Standard shipping for items w/prefix of JV are normally 1-2 business days ARO stock, however, large quantities of an item may require longer delivery times-up to 5-7 business days ARO
- No shipping or processing fees within the 48 contiguous states.

Large Volume Orders may ship via Truck - Tailgate Delivery within 2-7 business days ARO.

- Tailgate Delivery means the driver is only responsible to get cartons to the end of the truck & customer is responsible for unloading and bringing inside the building. No shipping or processing fees
- A call 24 hours before a truck delivery can be arranged at no charge.
- Lift gates (cargo lift) can be requested for truck orders at no charge- you must note the PO.
- For an additional fee of \$25.00 the driver will assist in unloading cartons from truck & bring inside the building.
- Installation and or set/up is not included. Additional charges will apply based on weight & site conditions. Please call for quote.
- Pallet size is 48" X 42"
- We cannot guarantee full carton shipments due to our automated order system. In order to provide prompt delivery of your order, we may have to utilize stock from multiple warehouse locations.
- We cannot guarantee palletized shipments for large orders due to our automated order system. For us to ship larger quantities & provide prompt delivery service, we may have to utilize stock from multiple warehouse locations.

Quill's **Future Delivery** option enables a school to plan for future needs while securing today's low sale prices

- Schedule delivery & billing up to 4 months from the time of submitting your order
- Just write "Future Delivery" on your purchase order and the date you want the order to ship. If ordering online, simply click "Delayed Shipment" on the checkout screen.

Orders from Alaska, Hawaii & American Territories must include a stateside address for shipping.

- The customer is responsible for shipping the order from the stateside address to its final destination.
- Accounts that bill outside the United States will need to be assigned proper mail codes.
- In the event that a vendor is unable to deliver outside the contiguous 48 states, or to a PO Box, APO, or FPO addresses, a Customer Service Associate will contact you to help you find an alternate solution to satisfy your needs.
- Please call 800-982-3400 for more information.

Back Order Procedure

Quill LLC operates 25 warehouses nationwide & partners with vendors & wholesalers to deliver products. If the warehouse nearest your location doesn't have the item, Quill will use one of its other warehouses or vendor/wholesaler to deliver the product in 1-2 business days for stock items. As a second option, Quill will suggest an item of equal or higher value at the same price. In the rare event that an item has to be backordered, Quill will notify you via phone, email, or fax of the issue & time frame you can expect your item.



Return Policy

If there's a problem with your order or you need to make a return, we will do whatever it takes to make it right. Unless otherwise noted below, merchandise must be returned within 30 days for full credit, refund or replacement. Machines and furniture must be returned in the original box.

ORIGINAL MANUFACTURER INK & TONER RETURN POLICY: Unopened and unexpired Original Manufacturer ink & toner cartridges such as, but not limited to, cartridges, drums, maintenance kits, fusers, developer kits, transfer kits, cleaning units, and waste toner bottles/containers may be returned within 30 days of purchase for full credit or replacement. Please check to make sure you've ordered the correct cartridge before opening the packaging (use our Ink & Toner Finder at www.quill.com/ink-toner-finder). We will not accept returns on merchandise that has been opened and is not defective.

QUILL BRAND INK & TONER GUARANTEE: Quill Brand ink & toner cartridges are guaranteed to be free from defect regardless of the age of the product. If a defect occurs, we'll be happy to exchange it or provide a full refund. Quill Brand cartridges are manufactured to the highest standards in materials and workmanship to meet O.E.M. (Original Equipment Manufacturer) yield and performance standards.

TECHNOLOGY AND BUSINESS MACHINES (RETURN WITHIN 14 DAYS): Non-defective technology and business machine items such as, but not limited to, printers, copiers, shredders, laminators, fax machines, computer accessories, networking, cameras, scanners, monitors, projectors, video equipment and consumer electronics must be returned within 14 days of the date of receipt and meet the following conditions: Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines.

COMPUTERS/LAPTOPS/NOTEBOOKS/TABLETS (RETURN WITHIN 14 DAYS): All computers, laptops, notebooks and tablets must be returned within 14 days of the date of receipt for a full credit or refund. To return a computer, laptop, notebook or tablet, it must be returned in the original box with the UPC code, all original packaging materials, product documentation, parts and accessories. All returns will be inspected and must be 100% complete. Defective products must be handled under the guidelines stated in the warranty and repair policy sheet included with the product.

- Panasonic computers have limited-exchange privileges that require manufacturer approval of any exchanges as a result of a defective product within 14 days of purchase. Prior to returning computers from this brand, you must contact a manufacturer agent to obtain a return authorization number or code. Contact: Panasonic at 855-772-8324.

VENDING EQUIPMENT (RETURN WITHIN 30 DAYS): The following policy covers non-defective vending equipment that includes, but is not limited to, bulk vending machines (gumball machines), electronic and mechanical snack machines, beverage machines, change machines and accessories. Defective products must be handled under each manufacturer's guidelines. Items must be returned within 30 days and meet the following conditions:

- The box must contain all original packing materials (where applicable), UPC codes on the box, all product documentation as well as all parts and accessories. All returns will be inspected and must be 100% complete. Non-perishable free items included with a specific product purchase must be returned as well to receive credit.

BOXED, LICENSED AND DOWNLOADED SOFTWARE (RETURN WITHIN 30 DAYS): Unopened boxed software that we currently sell must be returned in the original, unopened packaging within 30 days from receipt of product for a full credit, return or replacement unless noted by the manufacturer. Any defective boxed software must be returned within 30 days and will be exchanged for the exact same software title version. Software licensing varies by manufacturer; call 800-789-1331 for details. Multiple licenses may not be returned beyond 30 days for any reason unless authorized by the manufacturer. Downloadable software is not returnable or refundable.

FURNITURE: Furniture items such as, but not limited to, chairs, desks, tables, partitions, cabinets, chair mats, lamps and all furniture decor must be returned within 30 days and meet the following conditions: Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines. All returns will be inspected and must be 100% complete.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
02/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE: 1-877-945-7378 (A/C, No, Ext): E-MAIL: certificates@willis.com ADDRESS: FAX: 1-888-467-2378 (A/C, No):														
INSURED Staples Inc. 500 Staples Drive Framingham, MA 01702 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C: Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER D: ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Indemnity Insurance Company of North America	43575	INSURER D: ACE Fire Underwriters Insurance Company	20702	INSURER E:		INSURER F:	
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INSURER D: ACE Fire Underwriters Insurance Company	20702														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W15371016

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR applies per policy GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	XSL G71567291	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 975,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY	Y	ISA H25293654	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0	Y	US00086459LI20A	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No N/A	WLR C66924786 (AOS)	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Work Comp: Per Statute		WLR C66924828 (CA MA)	02/01/2020	02/01/2021	EL-Each Accident \$1,000,000 EL-Disease-Pol. Limit \$1,000,000 EL-Disease Each Emp. \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Staples Inc. 500 Staples Drive Framingham, MA 01702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc.		NAMED INSURED Staples Inc. 500 Staples Drive Framingham, MA 01702 USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1		
EFFECTIVE DATE: See Page 1			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, and Umbrella Liability policies.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: SCF C66924865 (WI) EFF DATE: 02/01/2020 EXP DATE: 02/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL-Each Accident	\$1,000,000
Employers Liability	EL-Disease-Pol. Limit	\$1,000,000
Work Comp: Per Statute	EL-Disease Each Emp.	\$1,000,000

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis of New York, Inc.		NAMED INSURED Staples Inc. 500 Staples Drive Framingham, MA 01702	
POLICY NUMBER See Page 1		EFFECTIVE DATE	
CARRIER See Page 1	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

Arch Parent Inc.
Capital Office Products of Volusia County, Inc.
Happy Studio LLC
In Designs Global LLC
Lebanon Mill, L.P.
Quill LLC
Quill Lincolnshire, Inc.
Staples Brands Sales LLC
Staples Contract & Commercial LLC
Staples Global Markets, Inc.
Staples GP, LLC
Staples Project 2017 LLC
Staples Shared Service Center, LLC
Staples Ventures, LLC
STIC Corp
The Staples Group, Inc.
HiTouch Business Services LLC
MyOfficeProducts, LLC
Computata Products Inc. dba CPI One Point
NAD Technology LLC
DEX Imaging, LLC
DEX Imaging, LLC DBA TonerType
DEX Imaging, LLC DBA TonerType, Inc.
DEX Imaging of Alabama, LLC
DEX Imaging of Tennessee, LLC
DEX Imaging of Texas, LLC
DEX Imaging of The Carolinas, LLC
DEX TP, LLC
DEX Imaging of Maryland, LLC
Index Datafiles, Inc.
DEX Imaging of North Carolina, LLC
Dean's Office Machines, LLC
Print Counts, LLC
Ecotype Industries, LLC
XEROGRAPHICS, LLC

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY Willis of New York, Inc.		NAMED INSURED Staples Inc. 500 Staples Drive Framingham, MA 01702	
POLICY NUMBER See Page 1		EFFECTIVE DATE	
CARRIER See Page 1	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

Emerge Holdings, LLC
 Emerge Print Management LLC
 Sagamore Solutions, LLC
 Total Print USA LLC
 WorkLife Brands LLC

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF REGISTRATION

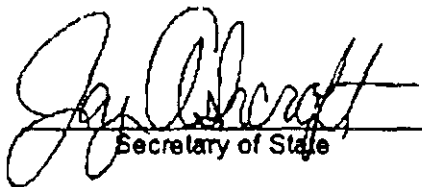
WHEREAS,

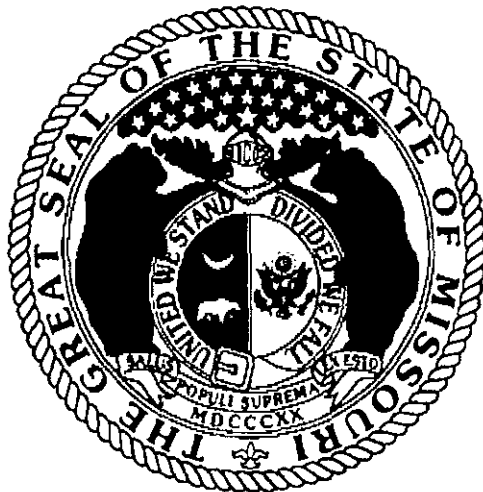
Quill LLC
FL001427339

existing under the laws of the State of Delaware has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 13th day of March, 2019, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of March, 2019.


Secretary of State



Christian County Commission

Invitation to Bid/Request for Proposal

REQUESTED: Office Supplies

CONTACT: Krista Raleigh

PHONE: (417) 582-4305

EMAIL: kraleigh@christiancountymo.gov

RETURN BID NO LATER THAN: 8:45 a.m. (Central Standard Time), March 20, 2020

BID OPENING DATE: March 20, 2020

BID OPENING TIME: 9:00 a.m. (Central Standard Time)

RETURN BID TO: Christian County Commission
100 West Church Street, Room 100
Ozark, Missouri 65721

NOTE: Please provide (4) four copies and one unbound original of your detailed bid proposal.

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

(1) SUBMITTAL INSTRUCTIONS:

Please print the due date on the outside of the package and **return this entire document with your bid submission**. Mark your sealed envelope **"OFFICE SUPPLIES - BID DOCUMENTS – DO NOT OPEN"**. Sealed bids must be received at the Christian County Commission by the return date and time. No bid transmitted by fax machine or email will be accepted. Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the Commission office receives a container which is not identifiable as a bid/proposal, the container will be opened in order to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud during the Christian County Commission meeting at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) LATE BIDS:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services

were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept in the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must itemize fully in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether

disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief, the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendor's agent, employees, assigns or others, whether related or not to vendor.

(10) For Construction Services:

All on-site employees of vendors and sub-vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information, contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

(11) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

(12) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and/or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$4,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00. Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits of \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self insurance coverage or another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

(14) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(15) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such

laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(16) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

Christian County will enter into a one-year agreement.

~~Christian County has the option of renewing the agreement for two (2) additional one-year periods. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.~~

~~The Commission will give vendor a 30-day written notice prior to the end of the term whether the county has exercised its option to renew or not.~~

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications, by or from any person, shall be used or construed as an amendment or modification to the contract.

(17) Employee Bidding/Conflict of Interest:

Vendors who are a voter or appointed official or employee of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elector or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

Name and title of the elected or appointed official or employee of Christian County or any Political subdivision:

What is the percentage of ownership interest in the vendor's organization held by elector or appointed official or employee of Christian County or political subdivision thereof?

(18) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee retirement, minimum wage requirements, overtime, etc.

(19) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County accepting the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of material non discontinuation or other reason simply for reasons of unprofitability to the vendor.

(20) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(21) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(22) Fuel charges:

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base fee. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

(23) Description of Product:

The vendor should present a detailed description of the product proposed on ~~the Pricing Sheet (Page 12)~~ in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(24) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(25) Billing and Payments:

invoices will be submitted to Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721. It is estimated there are 25 various offices and departments requiring separate billing (if appl cable to bid products offered). Vendor shall provide the department with invoices and

statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(26) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(27) Management of Materials:

The vendor agrees and understands that as the result of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification. In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding notification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

(28) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contractor.

(29) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(30) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(31) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(32) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(33) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30 day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(34) Determination for Award:

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(35) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(36) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance, or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

~~(37) PRICING SHEET~~ PLEASE SEE SPECIFICATION AND PRICING PAGE BELOW

Product/Service	Size/Type	Frequency	Price (includes all fees)
OFFICE SUPPLIES			FREE SHIPPING

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name Quill LLC	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Quill LLC
Mailing Address 100 SCHELTER ROAD	IRS Form 1099 Mailing Address
City, State, Zip Code LINCOLNSHIRE ,IL 60069	City, State, Zip Code

Contact Person Romi Moormeier	Email Address: bid@quill.com
Phone Number 800-634-4809	Fax Number: 800-789-2016
Authorized Signature 	Date 3/3-2020

List three (3) business references:

SEE ATTACHED LIST OF QUILL LLC REFERENCES

1st

Company Name

Representative Name

Address

City

State / Zip

Business Phone

Business Fax

Cellular Phone

email address if available

2nd

Company Name

Representative Name

Address

City

State / Zip

Business Phone

Business Fax

Cellular Phone

email address if available

3rd

Company Name

Representative Name

Address

City

State / Zip

Business Phone

Business Fax

Cellular Phone

email address if available



References

University School of Milwaukee

Christopher Grace 414/540-3371
2100 W. Fairy Chasm Road
Milwaukee, WI 53217
cgrace@usmk12.org

Okefenokee Regional Educational Service Agency

Becky Taylor 912/285-6151
1450 N. Augusta Ave.
Waycross, GA 31503
btaylor@okresa.org

Eagle Pass Independent School District

Luis Velez 830/773-5181 x1062
587 Madison St.
Eagle Pass, TX 78852
lvelez@eaglepassisd.net

Southern Oregon Education Service District Cooperative Purchasing

Earl Laughlin 541/858-6729
101 N. Grape Street
Medford, OR 97501
Earl_laughlin@soesd.k12.or.us

County of Jefferson

Vickie Pratt 636/797-5380
729 Maple Street
Hillsboro, MO 63050
vpratt@jeffcomo.org

(39) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to equitycommission@christiancounty.mo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
Ralph Phillips, Presiding Commissioner
Hosca Bilyeu, Western Commissioner
Mike Robertson, Eastern Commissioner

Bid and Pricing Specifications

Quill LLC

BATTERIES AND SURGE PROTECTORS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-2259351	650 BATTERY BACKUP AND SURGE PROTECTOR	2259351 APC		EA	54.84	
901-24323530	1350VA BATTERY BACKUP UPS, 10-OUTLETS	24323530 APC		EA	168.74	
901-MN1500B4Z	AA ALKALINE BATTERIES	MN1500B4Z DURACELL		4/PK	3.28	
901-MN2400B4Z	AAA ALKALINE BATTERIES	MN2400B4Z DURACELL		4/PK	3.33	

BINDING AND ACCESSORIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7221WE	1", ROUND RING, VIEW BINDER, WHITE	7221WE QUILL		EA	1.06	

Quill LLC

901-74205WE	HEAVY-DUTY 5", 3-RING D-RING VIEW BINDER, WHITE	74205WE QUILL	EA	8.08
901-7320213	2", D-RING, VIEW BINDER, WHITE	7320213 QUILL	EA	1.73
901-7320313	3", D-RING, VIEW BINDER, WHITE	7320313 QUILL	EA	2.11
901-739301	1", ROUND RING, NON-VIEW BINDER, BLACK	739301 QUILL	EA	1.17
901-72215WE	1-1/2" ROUND RING, VIEW BINDER, WHITE	72215WE QUILL	EA	1.13
901-7222BK	2" ROUND RING, VIEW BINDER, BLACK	7222BK QUILL	EA	1.54

Quill LLC

CALCULATORS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-SPL230 DISCONTINUED	DESKTOP CALCULATOR, 8-DIGIT	LS82Z CANON		EA	5.60	
901-919333	12-DIGIT DESKTOP PRINTING CALCULATOR	919333 VICTOR		EA	58.46	

CALENDARS AND APPOINTMENT BOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-QDM90MW20	22"X17" MONTHLY DESK PAD, BLACK DATED ITEM- AVAILABLE WHILE SUPPLIES LAST ONLY	QDM90MW20 QUILL		EA	1.08	

901-QSW103MW20	8"X10" WEEKLY PLANNER, BLACK	QSW103MW20	EA	4.76	
	DATED ITEM ONLY AVAILABLE WHILE SUPPLIES LAST				
901-QCM301MW20	30"X20" MONTHLY WALL CALENDAR	QCM301MW20	EA	3.00	
	DATED ITEM - ONLY AVAILABLE WHILE SUPPLIES LAST				

CASH RECEIPT BOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-TC1182	CARBONLESS RECEIPT BOOK, 11"X8", 3-PART	TC1182 ADAMS		100 SETS PER BOOK	3.99	

COMPUTER ACCESSORIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-2093755ICI	DUAL MONITOR STAND, UP TO 27" MONITORS, BLACK (MI 792)	2093755ICI MOUNT-IT		EA	70.34	

901-PF230W9	PRIVACY FILTER FOR 23" WIDESCREEN MONITOR	PF203W9 3M	EA	66.90
901-PF170C4B	PRIVACY FILTER FOR 17" STANDARD MONITOR	PF170 3M	EA	50.34
901-PF181C4B	PRIVACY FILTER FOR 18.1" STANDARD MONITOR	PF181 3M	EA	47.84
901-PF185W9B	PRIVACY FILTER FOR 18.5" WIDESCREEN MONITOR	PF185W9 3M	EA	48.54
901-PF190C4B	PRIVACY FILTER FOR 19" STANDARD MONITOR	PF190 3M	EA	48.42
901-PF190W1B	PRIVACY FILTER FOR 19" WIDESCREEN MONITOR	PF19W 3M	EA	49.50
901-PF200W9B	PRIVACY FILTER FOR 20" WIDESCREEN MONITOR	PF200W9 3M	EA	57.70
901-PF201C3B	PRIVACY FILTER FOR 20.1" STANDARD MONITOR	PF201 3M	EA	61.80
901-PF201W1B	PRIVACY FILTER FOR 20.1" WIDESCREEN MONITOR	PF201W 3M	EA	67.96
901-718862	ELECTRONICS DUSTER, 10 OZ.	718862	4/PK	14.41
901-5007526C	ELECTRONICS DUSTER, 7 OZ.	5007526C	6/PK	16.61

Quill LLC

ENVELOPES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7CL91228	CLASP CATALOG ENVELOPE, 9"X12", KRAFT	7CL91228 QUILL		100/BX	15.64	
901-75746Q	EASY-CLOSE, PEEL & SEAL #10 ENVELOPES, 4-1/8"X9-1/2", WHITE	75746Q QUANTITY PARK		500/BX	24.02	
901-WW10ES	GUMMED #10 ENVELOPE, 4-1/8"X9-1/2", WHITE	WW10ES QUILL	-	500/BX	15.92	
901-2708508	SELF-SEALING ENVELOPE, 9"X12", KRAFT	2708508 QUANTITY PARK		100/BX	12.79	

FILING AND ORGANIZATION

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7Q5215	100% RECYCLED HANGING FILE FOLDERS, 1/5-CUT, LETTER SIZE, GREEN	7Q5215 QUILL		25/BX	5.80	
901-745215	100% RECYCLED HANGING FILE FOLDERS, 1/5 CUT ADJUSTABLE TABS, LETTER SIZE, GREEN	745215 QUILL		50/BX	11.19	

901-7Q5315	100% RECYCLED 5-TAB HANGING FILE FOLDERS, LEGAL SIZE, GREEN	7Q5315 QUILL		25/BX	6.60	
901-745315	100% RECYCLED HANGING FILE FOLDERS, 1/5 CUT, LEGAL SIZE, GREEN	745315 QUILL		50/BX	13.75	
901-70011	PREMIUM FOLDER FASTENERS	70011 ACCO		100/BX	8.17	
901-SMD73224UNI	FILE POCKETS, STRAIGHT CUT TAB, 3.5" EXPANSION, LETTER SIZE, REDROPE	SMD73224UNI SMEAD		25/BX	19.01	
901-74224	FILE POCKETS, STRAIGHT CUT TAB, 3.5" EXPANSION, LEGAL SIZE, REDROPE	74224 SMEAD		25/BX	28.65	
901-75000AD	HEAVY-DUTY FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LETTER SIZE, ASSORTED COLORS	75000AD QUILL		50/BX	7.58	
901-740913AD	FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LETTER SIZE, ASSORTED COLORS	740913AD QUILL		100/BX	13.22	

901-741013AD	FILE FOLDERS, ASSORTED TABS, 1/3-CUT, LEGAL, ASSORTED COLORS	741013AD QUILL	100/BX	18.85	
901-728200	TOP-LOADING SHEET PROTECTORS, CLEAR, 2.8 MIL	728200 QUILL	200/BX	10.18	

GENERAL OFFICE PAPER

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
720222CT	8 1/2 X 11 COPY PAPER, 92 BRIGHTNESS, 500 SHEETS/RM	720222CT QUILL		10 REAMS PER CASE	34.99	
720223	8 1/2 X 14 COPY PAPER, 92 BRIGHTNESS, 500 SHEETS/RM	720223 QUILL		REAM	6.39	

Quill LLC

IMAGING SUPPLIES, BLANK COMPUTER MEDIA, AND LAMINATION SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-479609	94554 52X CD-R, 700 MB CAPACITY	479609 VERBATIM		100/PK	15.23	
901-11020Q	PREMIUM LAMINATING POUCHES, 11-1/2" X 9", 5 MIL., LETTER	11020Q QUILL		100/BX	7.40	
901-DSP16GB10PK	16 GB USB 2.0 FLASH DRIVES	DSP16GB10PK CENTON		10/PACK	53.45	

LABELS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

901-710786B	LASER ADDRESS LABELS, WHITE, 1X2-5/8"	710786B QUILL	7500/BX	13.61	
901-710788	LASER ADDRESS LABELS, WHITE, 3-1/3X4"	710788 QUILL	600/BX	3.80	
901-731105Q	PRINTABLE FILE FOLDER LABELS, WHITE, 2/3X3-7/16"	731105Q QUILL	1,500/BX	3.45	
901-710796	RETURN ADDRESS LABELS, WHITE, 1/2X1-3/4"	710796 QUILL	8,000/BX	7.24	

MAILING AND SHIPPING

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-558448STP	WHITE MAILING TUBES, 3"X36"	558448STP		12/CTN	24.48	

Quill LLC

MISC. SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7QB10SAN	HAND SANITIZER, PUMP, 10 OZ.	7QB10SAN QUILL		EA	1.79	
901-25283Q	WIRE MESH PENCIL AND PEN CUP HOLDER, BLACK	25283Q QUILL		EA	.82	
901-7TF830	FLAT BOX FACIAL TISSUE, 2-PLY	7TF830 QUILL		100 SHES/ BX	.67	
901-01594	DISINFECTING WIPES	01594 CLOROX		35 WIPES/ CT	2.99	
901-7HH290CT	PAPER TOWELS, ROLL, 2-PLY	7HH290CT QUILL		30RL/CT	18.94	
901-1843007	COUNTERFEIT PEN	1843007 STAPLES		EA	.42	
901-24390997	PLASTIC KNIVES, HEAVY-WEIGHT	24390997 PERK		100/BX	2.66	
901-24390990	PLASTIC FORKS, HEAVY-WEIGHT	24390990 PERK		100/BX	2.68	
901-24390992	PLASTIC SPOONS, HEAVY-WEIGHT	24390992 PERK		1,000/BX	14.24	
901-721666	PAPER PLATES, 9"	721666 PERK		100/PK	2.03	
901-98920Q	PAPER HOT CUP, 12 OZ.	98920Q DIXIE		500/CS	50.73	
901-91908	PLASTIC HOT CUP LID, 10-20 OZ.	91908 DIXIE		50/PK	2.28	

Quill LLC

901-2802493	GROUND COFFEE, MEDIUM ROAST, CAFFEINATED	2802493 FOLGERS		48oz EA	12.53	
901-80273	GROUND COFFEE, MEDIUM ROAST, DECAFFEINATED	80273 FOLGERS		30.5oz EA	10.31	
901-2646682	K-CUP COMPATIBLE COFFEE PODS, MEDIUM ROAST, CAFFEINATED	DUNKIN DONUTS 2646682		96/CTN	37.50	
901-802254	K-CUP COMPATIBLE COFFEE PODS, MEDIUM ROAST, DECAFFEINATED	802254 MELITA		18/BX	6.92	
901-878302	COFFEE STIRRERS	878302 BERKLEY SQ.		1,000/PK	2.35	
901-72101	SUGAR PACKETS	72101 N'JOY		2,000/BX	18.49	
901-50208	STEVIA PACKETS	50208 STEVIA		200/BX	12.86	
901-FOL06897UNI	PRE-MEASURED COFFEE PACK, 0.8 OZ, CAFFEINATED	FOL06897UNI FOLGERS		42/CS	21.69	

NOTEBOOKS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

Quill LLC

901-SBNW	STENO PADS, 6"X9", GREGG RULED, WHITE	SBNW QUILL		DZ	9.65
901-742328	LEGAL PAD, 8-1/2"X11", WIDE RULED	742328 QUILL		DZ	7.10

OFFICE CLIPS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-720500	STEEL BINDER CLIPS, MEDIUM, 5/8" CAPACITY	720500 QUILL		12/BX	.59	
901-721000	STEEL BINDER CLIPS, LARGE, 2" CLIP, 1" CAPACITY	721000 QUILL MINIMUM ORDER 3		12/BX	1.35	
901-720200	STEEL BINDER CLIPS, SMALL, 3/8" CAPACITY	720200 QUILL		12/BX	.21	

Quill LLC

901-720100	STEEL BINDER CLIPS, MINI, 3/4" CAPACITY	720100 QUILL MINIMUM ORDER 3 BX	12/BX	.14	
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SELF-STICK NOTES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-7384YW	SELF-STICK NOTES, 3"X3"	7384YW		DZ	2.52	
901-7382YW	SELF-STICK NOTES, 1-1/2" X 2"	QUILL 7382YW		DZ	1.33	
901-7390YW	SELF-STICK NOTES, 4"X6", LINED	QUILL 7390YW		DZ	8.08	
901-CD7382YW1	SELF-STICK, FLAT NOTES, 1-3/8"X 1-7/8"	NO BID				
901-7QFL1SH	SIGN-HERE FLAGS, 1" WIDE	7QFL1SH QUILL		100/PK	2.85	

RULED BOOKS AND INDEX CARDS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
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Quill LLC

901-51	5"X8" LINE RULED WHITE INDEX CARDS	51Q OXFORD	100/PK	1.17	
901-41	4"X6" INDEX CARDS, RULED, WHITE	41QQ OXFORD	100/PK	.84	

STAMPS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-4422Q	5-IN-1 DATE STAMP, SELF-INKING	4422Q STAMP EVER		EA	7.97	
901-2706195	U.S. STAMP & SIGN RUBBER DATE STAMP, 4 BANDS, 10 YEARS, TYPE SIZE 1 1/2	2706195 QWIK MARK		EA	6.36	

STAPLES, TAPE, AND SUPPLIES

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price

Quill LLC

901-791123	STANDARD STAPLES, 1/8"	791123 QUILL		5,000/BX	.62
901-12025QL	HIGH CAPACITY STAPLES, 3/8"	12025QL QUILL		3,000/BX	1.51
901-CD765IPK6	INVISIBLE TAPE, MATTE FINISH, 1/4"X36 YARDS.	NO BID			
901-718673QL10	WHITE-OUT 10-PACK CORRECTION TAPE, SIDEWINDER	718673QL10 QUILL		2/PK	5.04

WRITING INSTRUMENTS

Quill Item #	Item Description	Your Product #	QTY	UM	Unit Price	Ext Price
901-G27BK	RETRACTABLE GEL PENS, FINE POINT, BLACK INK	G27BK PILOT		DZ	9.12	
901-29250QL	BALLPOINT STICK PENS, MEDIUM POINT, BLACK	29250QL QUILL		60/PK	5.03	

Quill LLC

901-732127	ROLLERBALL PENS, FINE POINT, BLUE	732127 QUILL	DZ	4.30
901-50730QL	BALLPOINT STICK PENS, MEDIUM POINT, BLACK	50730QL QUILL	DZ	1.09
901-50731QL	BALLPOINT STICK PENS, MEDIUM POINT, BLUE	50731QL QUILL	DZ	1.03
901-711246BK	GRIP GEL STICK PENS, MEDIUM POINT, BLACK	711246BK QUILL	DZ	2.13
901-732185	ROLLERBALL PENS, FINE POINT, RED	732185 QUILL	DZ	4.30
901-728151	TANK STYLE HIGHLIGHTERS, CHISEL TIP, FLUORESCENT YELLOW	728151 QUILL	DZ	2.31
901-728155	TANK STYLE HIGHLIGHTERS, CHISEL TIP, ASSORTED	728155 QUILL	DZ	2.32
901-710398	PEN STYLE HIGHLIGHTERS, CHISEL TIP, ASSORTED	710398 QUILL	6/PK	1.03

FINAL MANDATORY COMPLIANCE CHECKLIST:

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Krista Raleigh, Purchasing Agent

(417) 582-4305

kraleigh@christiancountymo.gov

FINAL COMPLIANCE CHECKLIST	(✓)
Quill LLC	
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	✓
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 11, Section 38)	✓
I am including one (1) unbound original and four (4) copies of my bid. I understand that I must include Page 12 (Pricing Sheet), and all pages thereafter.	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	✓
I am indicating on the envelope the good/service that I am bidding on.	✓

Quill Bid Response Form

Quill Bid#: 20-22407

Bid Open Date: 3/20/2020

Customer Bid#: COUNTY-WIDE OFFICE SUPPLIES

Bid Open Time: 9:00 AM

Organization Name: CHRISTIAN COUNTY

Enterprise# : 117433590

Item Expiration Date: 4/1/2021

Contact Name: Krista Raleigh

Catalog Expiration Date:
Contact Phone#: 4175824305

Total Items: 101 (0 Won, 0 Lost)

Bid Type: Item

Total: \$ 1620.55 (0.00 Won, 0.00 Lost)

1	2259351		APC BACKUPS BN650M1			1	54.84	EA		2	54.84		
2	24323530		APC BATTERY BACKUP 1350VA			1	168.74	EA		1	168.74		
3	MN1500B4Z		COPPERTOP BATTERY AA 4 PK		DURACELL	1	3.28	PK	4 EA = 1 PK	56	3.28		
4	MN2400B4Z		COPPERTOP BATTERY AAA 4PK		DURACELL	1	3.33	PK	4 EA = 1 PK	54	3.33		
5	7221WE		QB 1 ROUND-RING VIEW BINDER	WHITE		1	1.06	EA		12	1.06	Quill Brand	
6	74205WE		QB HD DRING VIEW 5IN WHITE			1	8.08	EA		2	8.08	Quill Brand	
7	7320213		QUILL D RING VIEW 2 BINDER	WHITE		1	1.73	EA			1.73	Quill Brand	
8	7320313		QUILL D RING VIEW 3 BINDER WHT	WHITE		1	2.11	EA		6	2.11	Quill Brand	
9	739301		QB 1 RR BINDER W/O LBL HLDR	BLACK		1	1.17	EA		12	1.17	Quill Brand	
10	72215WE		1-1/2 ROUND-RING VIEW BINDER	WHITE		1	1.13	EA		12	1.13	Quill Brand	
11	7222BK		QB 2IN ROUND RING VIEW BINDER	BLACK		1	1.54	EA		12	1.54	Quill Brand	
12	LS82Z		8-DIGIT DUAL POWER CALCULATOR		CANON	1	5.60	EA		80	5.60		
13	919333		CALC DESK PTR 12DGT			1	58.46	EA			58.46		
14	QDM90MW20		2020 QUILL BRAND MONTHLY DESKP			1	1.08	EA		12	1.08	Quill Brand	
15	QSW103MW20		2020 QUILL BRAND WEEKLY PLANNE			1	4.76	EA		12	4.76	Quill Brand	
16	QCM301MW20		2020 QUILL BRAND MONTHLY WALL			1	3.00	EA		12	3.00	Quill Brand	

17	TC1182		3-PART 8.4 X11 RECEIPT BK BOUND			1	3.99	EA		25	3.99		
18	2093755ICI		DUAL MONITOR DESK STAND			1	70.34	EA		1	70.34		
19	PF230W9		23INWIDSCRN LCD PRIVACY FILTER			1	66.90	EA		5	66.90		
20	PF170		PRIVACY FILTER F/17 LCD		3M	1	50.34	EA		5	50.34		
21	PF181		PRIVACY FILTER F/18 LCD		3M	1	47.84	EA		5	47.84		
22	PF185W9		3M PF18.5W9 PRIVACY FILTER LCD			1	48.54	EA		5	48.54		
23	PF190		FILTER PRIVACY19IN LCD DISPLAY		3M	1	48.42	EA		5	48.42		
24	PF19W		3M PRIVACY FILTER FOR 19 WIDE			1	49.50	EA		5	49.50		
25	PF200W9		3M PRIVACY WIDESCRN FILTER 20			1	57.70	EA		5	57.70		
26	PF201		3M PF20.1 PRV FILTER			1	61.80	EA		5	61.80		
27	PF201W		3M PF20.1W PRV FILTER			1	67.96	EA		5	67.96		
28	718862		QUILL ELECTRNCS DUSTER 10OZ 4P			1	14.41	PK		3	14.41	Quill Brand	
29	5007526C		QUILL ELECTRNCS DUSTER 7OZ 6PK			1	16.61	PK		2	16.61	Quill Brand	
30	7CL91228		QB ENVELOPES, CLASP, 9X12	KRAFT		1	15.64	BX	100 EA = 1 BX	1	15.64	Quill Brand	
31	75746Q		QUICKSTRIP BUS ENV 500/BX	WHITE		1	24.02	BX	500 EA = 1 BX	12	24.02	Quill Brand	
32	WW10ES		QB ENVELOPES W/O WINDOW #10	WHITE		1	15.92	BX	500 EA = 1 BX	1	15.92	Quill Brand	
33	2708508		ENVELOPE 9X12 HI-BLK BRKR			1	12.79	BX		5	12.79		
34	7Q5215		QB HANGING FILE FOLDERS,LTR	GREEN		1	5.80	BX	25 EA = 1 BX	10	5.80	Quill Brand	
35	745215		HANGING FILE FOLDERS LTR SIZE	GREEN		1	11.19	BX	1 BX = 1 CS	1	11.19	Quill Brand	
36	7Q5315		QB HANGING FILE FOLDERS,LGL	GREEN		1	6.60	BX	25 EA = 1 BX	10	6.60	Quill Brand	
37	745315		QB HANGING FILE FOLDERS, LGL	GREEN		1	13.75	BX	1 BX = 1 CS	1	13.75	Quill Brand	
38	70011		FASTENER ADHV 1 CAP 1C/BX		ACCO	1	8.17	BX	1 C = 1 BX	15	8.17		
39	SMD73224UNI		FILE POCKET 1524EB LTR 3.5			1	19.01	BX		4	19.01		
40	74224		FILE POCKET 1526EB LGL 3.5	RED		1	28.65	BX	25 EA = 1 BX	4	28.65		
41	75000AD		FILE FOLDER, LETTER, 14PT.	ASSTD		1	7.58	BX	50 EA = 1 BX		7.58	Quill Brand	
42	740913AD		1/3-CUT LETTER SIZE FOLDERS	ASSTD		1	13.22	BX	100 EA = 1 BX	5	13.22	Quill Brand	

43	741013AD		QUILL CLR FILE FLDR,1/3CUT,LGL	ASSTD		1	18.85	BX	100 EA = 1 BX	5	18.85	Quill Brand	
44	728200		QB 2.8 MIL TOPLOAD SHT PROTECT	CLEAR	HEWLETT PACKARD	1	10.18	BX	200 EA = 1 BX	5	10.18	1	
45	720222CT		QUILL BRAND COPY PAPER LETTER	WHITE		1	34.99	CT		1	34.99	Quill Brand	
46	720223		QUILL BRAND COPY PAPER LEGAL	WHITE	HEWLETT PACKARD	1	6.39	RM	10 RM = 1 CT	10	6.39	1	
47	479609		DISC CDR 52X 80MIN 100SP			1	15.23	PK		4	15.23		
48	11020Q		QUILL BRAND LMNTNG PCH LTRSIZE	CLEAR		1	7.40	BX	100 EA = 1 BX	300	7.40	Quill Brand	
49	DSP16GB10PK		CENTON DATASTICK PRO 10 X 16GB			1	53.45	EA		1	53.45		
50	710786B		QB LASER LBL 2-5/8X1 BULK PACK	WHITE		1	13.61	BX	7500 EA = 1 BX	5	13.61	Quill Brand	
51	710788		LASER LABELS 4X3-1/3, 6C/BX	WHITE		1	3.80	BX	1 EA = 1 BX	10	3.80	Quill Brand	
52	731105Q		QB LASER FILE FOLDER LABELS	WHITE		1	3.45	BX	1500 EA = 1 BX	10	3.45	Quill Brand	
53	710796		QB 1/2X1-3/4 LASER LABELS	WHITE		1	7.24	BX	8000 EA = 1 BX	10	7.24	Quill Brand	
54	558448STP		3 X 36 12 PK MAILING TUBES			1	24.48	CT		1	24.48	Quill Brand	
55	7QB10SAN		QUILL BRAND 10OZ SANITIZER			2	1.79	EA		12	3.58	Quill Brand	
56	25283Q		MESH PENCIL CUP BLACK			1	.82	EA			.82	Quill Brand	
57	7TF830		QUILL FACIAL TISSUE	WHITE		1	.87	BX	1 PK = 6 BX	30	.87	Quill Brand	
58	01594		CLOROX DSNFCT WIPE 35CT CITRUS		CLOROX	1	2.99	EA		12	2.99		
59	7HH290CT		QUILL PAPER ROLL TOWELS 30/CT			1	18.94	CT	30 EA = 1 CT	1	18.94	Quill Brand	
60	1843007		STAPLES COUNTERFEIT DETECT PEN			1	.42	EA		144	.42	Quill Brand	
61	24390997		KNIVES HD PLASTIC BLACK 100PK			1	2.66	PK		10	2.66	Quill Brand	
62	24390990		FORK HD PLASTIC BLACK 100PK			1	2.68	PK		10	2.68	Quill Brand	
63	24390992		SPOONS MED DUTY PLASTIC 1000PK			1	14.24	PK		2	14.24	Quill Brand	
64	721666		9IN WHITE PAPER PLATE 100PK			1	2.03	PK		10	2.03	Quill Brand	
65	98920Q		PERFECT TOUCH 12 OZ HOT 25CUP			1	50.73	CT	500 EA = 1 CT	1	50.73		
66	91908		LID DOME 12-16 OZ HOT CUP W	WHITE		1	2.28	PK	50 EA = 1 PK	10	2.28		
67	2802493		FOLGERS CLASSIC ROAST 48 OZ			1	12.53	EA		6	12.53		
68	80273		FOLGERS CLASSIC ROAST 30.5 OZ		PROCTER & GAMBLE	1	10.31	EA		6	10.31		

69	2646682		KCUP DUNKIN DONUTS ORIG 96CT			1	37.50	CT		1	37.50		
70	802254		COFFEE POD SKIP THE BUZZ			1	6.92	BX		216	6.92		
71	878302		5.5 WOOD BEVERAGE STIRRERS			1	2.35	PK		1	2.35		
72	72101		PURE CANE SUGAR PACKETS	WHITE	SUGARFOODS % FOODWORKS SALE	1	18.49	BX		6	18.49		
73	50208		STEVIA - 200CNT			1	12.86	BX		2	12.86		
74	FOL06897UNI		COLFEE SPEC ROAST FRAC RD			1	21.69	CT		1	21.69		
75	SBNW		QB STENO BOOK, GREGG RULING	WHITE		1	9.65	DZ	12 EA = 1 DZ	6	9.65	Quill Brand	
76	742328		RULED PADS 8-1/2 X11	WHITE		1	7.10	DZ		6	7.10	Quill Brand	
77	720500		QB STL BNDR CLPS, MED 1- 1/4X5/8			1	.59	BX		144	.59	Quill Brand	
78	721000		STEEL BINDER CLIPS 2X1			1	1.35	BX	12 EA = 1 BX	60	1.35	Quill Brand	
79	720200		QB STL BNDR CLIP SMALL 3/4X3/8			1	.21	BX		300	.21	Quill Brand	
80	720100		QUILL MINI BINDER CLIPS	BLACK		1	.14	BX		360	.14	Quill Brand	
81	7384YW		SELF-STICK NOTES 3X3	YELLOW		1	2.52	DZ	12 EA = 1 DZ	18	2.52	Quill Brand	
82	7382YW		SELF-STICK NOTES 1-1/2X2	YELLOW		1	1.33	DZ	12 EA = 1 DZ	36	1.33	Quill Brand	
83	7390YW		QB SLF-STICK NOTES, 4X6, LINED	YELLOW	HEWLETT PACKARD	1	8.08	DZ	12 EA = 1 DZ	6	8.08	1	
84	7QFL1SH		QUILL SIGN HERE FLAGS W/DISPR			1	2.85	PK	2 EA = 1 PK	24	2.85	Quill Brand	
85	51Q		OXFORD 5X8 RULED INDEX CARD			1	1.17	PK		40	1.17		
86	41QQ		OXFORD 4X6 RULED INDEX CARD			1	.84	PK		60	.84		
87	4422Q		5-IN-1 DATE STAMP/SELF INKING		U.S. STAMP & SIGN	1	7.97	EA		12	7.97		
88	2706195		STAMP 12 MSG DIAL PHRASE			1	6.36	EA		6	6.36		
89	791123		STANDARD STAPLES 5000CT			1	.62	BX		80	.62	Quill Brand	
90	12025QL		3/8 HIGH CAPACITY STAPLES	SILVR		1	1.51	BX	3000 EA = 1 BX	48	1.51	Quill Brand	
91	718673QL10		QUILL BRAND OOPS! WHITE-OUT			1	5.04	EA		1	5.04	Quill Brand	
92	G27BK		PILOT G2 RET FINE BLACK 12	BLACK	PILOT	1	9.12	DZ	12 EA = 1 DZ	72	9.12		
93	29250QL		QUILL PEN 60PK STICK 1.0 MED	BLACK		1	5.03	BX		60	5.03	Quill Brand	
94	732127		VISIBLE INK ROLLERBALL PEN	BLACK		1	4.30	DZ		0	4.30	Quill Brand	

95	50730QL		QUILL PEN 12PK STICK 1 MED BLA			1	1.09	DZ		12	1.09	Quill Brand	
96	50731QL		QUILL PEN 12PK STICK 1 MED BLU			1	1.03	DZ		12	1.03	Quill Brand	
97	711246BK		GEL STICK PEN W/GRIP	BLACK		1	2.13	DZ	12 EA = 1 DZ	144	2.13	Quill Brand	
98	732185		VISIBLE INK ROLLERBALL PEN	RED		1	4.30	DZ		144	4.30	Quill Brand	
99	728151		TANK STYLE HIGHLIGHTERS	YELLW		1	2.31	DZ	12 EA = 1 DZ	24	2.31	Quill Brand	
100	728155		QUILL TANK STYLE HIGHLIGHTERS	ASSTD		1	2.32	DZ	12 EA = 1 DZ	24	2.32	Quill Brand	
101	710398		PEN STYLE HIGHLIGHTERS	ASSTD		1	1.03	PK	6 EA = 1 PK	72	1.03	Quill Brand	