



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

### SCHEDULED

**MEETING ATTACHMENTS (ID # 5340)**

Meeting: 05/03/22 09:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5340

# Meeting Attachments

#### ATTACHMENTS:

- 050322 Generator Central Power (39000.00) (PDF)
- 050322 AWARD LETTER Quill & Office Depot (PDF)
- 050322 BID Office Depot (PDF)
- 050322 BID Quill (PDF)
- 050322 AWARD LETTER LCS Kleen-Aire(PDF)
- 050322 PROPOSAL LCS KLEEN-AIRE (PDF)
- 050322 ENVIRO AIR PROPOSAL (NOT Awarded) (PDF)
- 050322 REZONING PRESENTATION STAFF REPORT 2022-0068 (PDF)
- 050322 REZONING PRESENTATION ATTACHMENTS Case #2022-0068 (PDF)
- 050322 REZONING PRESENTATION RECOMMENDATION Case #2022-0068 (PDF)
- 050322 ORDER NO. 05-03-2022-01 (Case #2022-0068) Excel & Landmark (PDF)



Date: 4/28/22

**Phone: 417-865-0505**

**From:** Tim Shultz  
**Central Power Systems & Services**  
**Spec #:**  
**Ref:**

**Product Type:** Generator  
**Application Type:** Standby

Product Description	Qty.	Unit Price	Total
Thompson Automatic Transfer Switch By Pass Isolation Closed Transition ATS NEMA 1 600amp 277/480V 3phase 4 Pole 4 wire Includes TSC 9000 Touch Screen Controller Monitor  PRICE Includes Thompson ATS Demo of Old Zenith ATS, Installation of NEW Thompson ATS Freight, Start up Commissioning and Training of Equipment Includes Parts and Labor Lead times 20 Weeks or Less  DOES NOT INCLUDE SALES TAX	1		\$39,000.00
Total:			

CONDITIONS: All conditions and sales are FOB point of shipment unless otherwise stated. Our responsibility ceases upon delivery of material to carrier. The prices and terms stated in the above quotation are not subject to verbal changes or agreements unless approved in writing by the Seller. All quotations are contingent upon the availability of materials, and subject to other causes beyond our control. Prices are based upon costs and conditions existing on the date of the quotation, and are subject to change by the Seller before final acceptance. We use our best efforts in every case to ship within the time promised, but do not guarantee to do so.



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

May 3, 2022

Quill.com  
100 Schelter Road  
Lincolnshire, IL 60069  
Attn: Deb Smith  
877-413-0011 x1428  
[deb.smith@quill.com](mailto:deb.smith@quill.com)

Office Depot  
6600 North Military Trail  
Boca Raton, FL 33496  
Attn: Joseph Taylor  
417-379-9542  
[joseph.taylor@officedepot.com](mailto:joseph.taylor@officedepot.com)

Re: Award of ITB #2022-7 – County-Wide Office Supplies

The Christian County Commission voted in session today to award ITB #2022-7 – County-Wide Office Supplies to Quill.com and Office Depot. The contract is for a one-year period with the option of renewing for two (2) additional one-year periods.

Your point of contact will be Purchasing Agent, Kim Hopkins-Will. Ms. Hopkins-Will can be reached at 417-582-4309 or [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov).

We thank you for participating in the bidding process and we look forward to doing business with you.

Sincerely,

Absent  
Hosea Bilyeu  
Western Commissioner

R. Phillips 5/3/22  
Ralph Phillips  
Presiding Commissioner

L. Morris  
Lynn Morris  
Eastern Commissioner



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Eastern Commissioner

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Western Commissioner

## INVITATION TO BID #2022-7 COUNTY-WIDE OFFICE SUPPLIES

**CONTACT:** Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent  
**ADDRESS:** Christian County Government  
Employee Services  
202 W. Elm Street  
Ozark, Missouri 65721  
**PHONE:** (417) 582-4309  
**EMAIL:** [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

The email address listed above 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.

**RETURN BID NO LATER THAN:** 8:45 a.m. March 30, 2022  
**BID OPENING DATE AND TIME:** March 30, 2022, at 9:00 a.m. (Central Standard Time)

**RETURN BID TO:** Christian County  
Purchasing Department  
202 W. Elm Street  
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:**

**"ITB 2022-7 COUNTY-WIDE 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.**

All bids shall be submitted during regular business hours of the county Commission Monday through Friday from 8:30 AM to 4:30 PM, and that bids submitted during non regular hours will not be considered as an attempted delivery.

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. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. 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". 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)

**Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:

- **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".
- **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.
- **Anti-discrimination Against Israel Act Requirement:** Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- **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.

- **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.
- **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:
  - Withholding of payments under this Agreement until the Contractor complies; and/or
  - Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

**Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550., 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:

- 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
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, 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.

## **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.

### **The contract is for a term of one year**

Renewals: 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.

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 provided for year one. Please use the Excel Pricing Sheet attached **Exhibit A**. 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. Shipping should be included in all item pricing.

Renewal percentages are requested, see page 14.

Discounts off catalog or catalog categories are requested, see **Exhibit B**.

**(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 (Exhibit 1) 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 210, 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. 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.

# INVITATION TO BID #2022-7

## SCOPE OF WORK

Christian County wishes to solicit bids from qualified office supply companies for county-wide office supplies. The contract will provide county-wide office supplies with multiple ship-to locations. Training must be part of the contract.

Please provide the following information:

- Firm fixed pricing (includes shipping) for office supplies from the Market Basket provided (EXHIBIT A) for one year.

Note: The market basket are products most purchased by the county in the last 12 months.

It is important that you enter a description that is equal to or better for evaluation purposes.

- A percent off discount from the catalog price and/or percent off categories (EXHIBIT B).

*This does not include the Market Basket items.*

Note: Write in the Category name and Discount Percent next to it. **Explain** what the discount price is from (list, manufacturing, etc.).

- Renewal % for years two (2) and three (3), see page 14.
- There are no minimum or maximum quantities guaranteed.
- The office supply catalog must be a user-friendly customized Internet-based catalog. A preferred online portal system to streamline ordering, which should include a management portal component for approvals. This should also include online reporting.
- The County currently pays by check or commercial payment (which includes a small fee).
- All pricing provided would be discounted on the portal. Shipping to be included in price of item.
- Include a training component – please include a transition plan, if applicable.
- Vendor to provide three references with similar scope in size project within the last three years.  
Note: An unfavorable reference may result in a disqualification of the bidder.

Christian County may request an audit of pricing at any time.

## PRICE SHEET

### SEE EXHIBIT A – MARKET BASKET

### SEE EXHIBIT B – CATEGORY % OFF DISCOUNTS

Quill.com has been our office supply contract for the past twelve months. The item number provided in Exhibit A are Quill.com's item numbers for reference purposes only. It is understandable that other bidders may not have the same item number, but comparable products. It will be the sole discretion of the county to determine if the items provided in the market basket, meet the specifications of the items listed on the market basket.

## RENEWALS

### RENEWALS:

This contract shall be valid for a period of one (1) year from the date of award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

- |  |                  |                       |
|--|------------------|-----------------------|
| 1. First Renewal Period estimated (year 2 April 15, 2023 – April 14, 2024):  | Maximum Increase | <sup>*</sup> _____ %. |
| 2. Second Renewal Period estimated (year 3 April 15, 2024 – April 14, 2025): | Maximum Increase | <sup>*</sup> _____ %. |

**\*Office Depot's response is contingent upon the Customer's acceptance of pricing, terms and conditions as set forth in the State of Missouri, participation addendum - "Cooperative Contract Procurement", Number C115144002 (the "PA") under the State of Oregon [acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") on behalf of the member states of the WSCA-NASPO Cooperative Purchasing Program ("WSCA-NASPO")] Master Agreement, Number PA5737, dated December 19, 2014 ("Master Agreement") (collectively the "Agreement"). The terms and conditions set forth in the Agreement are the only terms and conditions applicable to this bid.**

**(37) 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, LLC	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. N/A
Mailing Address 6600 North Military Trail	IRS Form 1099 Mailing Address N/A
City, State, Zip Code Boca Raton, FL 33496	City, State, Zip Code N/A

Contact Person Elizabeth Gray	Email Address: 6600 North Military Trail Boca Raton, FL 33496
Phone Number 561.438.4800	Fax Number: 800.593.8830
<b>Authorized Signature</b> <i>Elizabeth Gray</i>	<b>Date</b> 3/28/2022

Office Depot's response is contingent upon the Customer's acceptance of pricing, terms and conditions as set forth in the State of Missouri, participation addendum - "Cooperative Contract Procurement", Number C115144002 (the "PA") under the State of Oregon [acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") on behalf of the member states of the WSCA-NASPO Cooperative Purchasing Program ("WSCA-NASPO")] Master Agreement, Number PA5737, dated December 19, 2014 ("Master Agreement") (collectively the "Agreement"). The terms and conditions set forth in the Agreement are the only terms and conditions applicable to this bid.

**List three (3) business references with similar scope and size project as Christian County, within the last three years:**

**1<sup>st</sup>**

Company Name: Washington County Representative Name: Addie Perea

Address	City	State	Zip
280 N College Ave., Suite 533	Fayetteville	AR	72701
Business Phone	Business Fax	Cellular Phone	
479-444-1707	479-444-1710		

email address if available aperea@washingtoncountyar.gov

**2<sup>nd</sup>**

Company Name: Pulaski County Representative Name: Michelle L Johnson

Address	City	State	Zip
201 S Broadway Ste 440	Little Rock	AR	72201
Business Phone	Business Fax	Cellular Phone	
501-340-8397			

email address if available mjohnson@pulaskicounty.net

**3<sup>rd</sup>**

Company Name: City of Little Rock Representative Name: Vitesh Patel

Address	City	State	Zip
500 W Markham St.	Little Rock	AR	72201
Business Phone	Business Fax	Cellular Phone	
501-371-4560			

email address if available vpatel@littlerock.gov

**(38) Contact Information:**

Please contact the Purchasing Agent, Kim Hopkins-Will, with any questions at 417-582-4309 or [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov) regarding this solicitation.

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](mailto: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  
Lynn Morris, Eastern Commissioner

## **Bid Specifications**

### **Bid Submissions**

All bids must be received on or before **March 30, 2022, at 8:45 a.m.** Bids must be received in a **sealed envelope** to the Christian County Commission office 100 W. Church Street Room 100 Ozark, MO 65721. Clearly mark the envelope with your company name and address. No faxed or emailed bids will be accepted. All bids must be filled out on Christian County bid forms supplied in the attached specifications. If you have any products, additional services, or price adjustments please list these in the *additional charges/conditions* sections. All bids must be signed and have the company's information included. If you are bidding on more than one product or service, please include the company's information and sign every form you are bidding on. All bids must be in the format requested in the bid forms. Any variance from this can cause rejection of the bid. The bid forms are the only part that must be returned in your envelope. The specification details may be kept by the bidder. Any bid that is submitted must be honored for 30 days from the opening without any increase or change to price or penalty. Failure to comply with the above listed requirements may result in the rejection of the bid.

### **Bid Withdrawal**

Any bid can be withdrawn up to **8:45 a.m., on March 30, 2022**, for any reason without penalties, but any bid not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

### **Bid Opening**

All bids will be opened and read aloud on **March 30, 2022, at 9:00 a.m.** at the Christian County Commission Office. The bidders and public are welcome to attend the formal bid opening. No decisions relating to the award of any contract or agreement will be made at the bid opening. Copies of all bids will be available to anyone.

### **Bidder Responsibility**

It is the responsibility of the bidder to have the bid submitted on or before the deadline stated in this packet on the proper forms. It is also the responsibility of the bidder to ensure that the prices they submit are firm and not subject to contingency or increases. If a bidder's prices are subject to increases, penalties, surcharges, or any additional costs or fees it must be stated on the *additional charges/conditions* section on each bid form. Any increase or decrease in a price is subject to affect the awarding of a contract. If a bidder fails to honor a stated price as submitted in the bid form or contract, Christian County Commission reserves the right to obtain the same product or service from the next lowest bidder who submitted a bid price for the same product or service. The original bidder shall then be responsible for the difference in price. It is the responsibility of the bidder to examine and review projects and specifications. All bidders are responsible to verify the quality, availability, and schedule of any products that they may need for this bid.

### **Bid Evaluation**

The bid will be evaluated on the overall lowest and best price of the Market Basket items provided.

**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:

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

[khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 1)	X
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	X
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 15, Section 37)	X
I am including one (1) unbound original and four (4) copies of my bid for a total of five (5). I understand that I must include The Price Sheet found in <b>Exhibit A &amp; Exhibit B</b> , and all pages thereafter.	X
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	X
I am indicating on the envelope the good/service that I am bidding on.	X
Cooperative Procurement – Agreement By checking the box, the offeror agrees to provide contract services to other public entities in Missouri at the same terms, conditions, and pricing. <input checked="" type="checkbox"/> Confirm <i>(Optional: Check if applicable)</i>	X

To better meet the unique needs of our customers, Office Depot's consumer business, including our approximately 1,100 Office Depot and OfficeMax retail locations and our eCommerce presence, [officedepot.com](http://officedepot.com), will be separated from our Business Solutions Division, which provides the products and services your business needs. As of the effective date of the spin-off, all title, right, and interest in all Office Depot business-to-business contracts will be assigned to its affiliate, ODP Business Solutions, LLC ("ODP, BSD"), and ODP BSD will assume all obligations under those contracts. Therefore, if Office Depot is the awarded bidder hereunder, as of the effective date of the assignment, Customer hereby consents to a subsequent assignment of the resulting agreement to ODP BSD, and releases Office Depot from its obligations due and owing under the resulting agreement.

EXHIBIT A  
MARKET BASKET

	Quills Item Number for Reference Purposes Only	Quills Item Description for Reference Purposes Only	Office Depot SKU	Description	UOM (ea, cs, ctn, dz, pk.)	PK QTY	Item Price/Each
1	7202250CT	QB 8.5X11 COPY 20 92 5RM WHT	250983	PAPER,COPY,OD,8.5X11,5/CA,WHT	CA	2500	\$ 47.56
2	720222CT	QB 8.5X11 COPY 20 92 10RM WHT	273646	PAPER,COPY,WHITE TOP,10/CA	CA	5000	\$ 32.31
3	51Q	OXFORD 5X8 RULED INDEX CARD	187478	CARD,INDEX,RDL,300PK,5X8,WHT	PK	300	\$ 5.03
4	720500	QB STL BNDR CLPS,MED 1-1/4X5/8	429431	CLIP,BINDER,MEDIUM	BX	12	\$ 2.37
5	765002	TAPE INVISIBLE 3/4X1296	422392	TAPE,OD,INVISIBLE,4PK,BOX	PK	4	\$ 10.39
6	520555CT	QB 8.5X11 MP 20 94 5RM WHT	992970	OD Blue Top 96B 11 5RM JR CTN	CA	2500	\$ 51.40
7	7HH290	QUILL PAPER ROLL TOWELS	694185	TOWEL,PAPER,2PLY,30RL/CA,WHITE	CA	2550	\$ 31.71
8	791123	STANDARD STAPLES 5000CT	749601	STAPLE,1/4,15-25SHT,5000BX	BX	5000	\$ 1.68
9	7Q5215	QB HANGING FILE FOLDERS,LTR	810994	FOLDER,HNG,LTR,1/5CUT,25BX,GRN	BX	25	\$ 13.70
10	24448175	DISP FACE MASK	6218671	FACE,MASK,3-PLY,EARLOOP	BX	50	\$ 19.79
11	46065	ENVELOPE MOISTENER W/ADHESIVE	332013	MOISTENER,ENVELOPE	EA	1	\$ 1.38
12	135848	TR 8.5X11 COPY 20 92 10RM WH	273646	PAPER,COPY,WHITE TOP,10/CA	CA	5000	\$ 32.31
13	TR1295122	TRU RED 2022 DESKPAD CAL 22X17	9994287	DESKPAD,MON,RY22,22X17,OD	EA	1	\$ 2.55
14	7CL91228	QB ENVELOPES, CLASP, 9X12	330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	100	\$ 8.19
15	7382YW	SELF-STICK NOTES 1-1/2X2	442306	NOTE,OD,1.5X2,12PK,YELLOW	PK	12	\$ 3.05
16	81440Q	BOUNTY SELECT-A-SIZE KITCHEN R	739038	TOWEL,BNTY,12GR,SAS,WHT	PK	12	\$ 22.35
17	70011	FASTENER ADHV 1 CAP 1C/BX	256628	FASTENER,SELF-ADH,1,1C/BX	BX	1	\$ 14.25
18	718673QL	QB CORRECTION TAPE 2 PACK	842957	CORR,TAPE,SLIDE,2PK	PK	2	\$ 3.39
19	740022	QUILL RULED PADS, 8-1/2X11	305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	12	\$ 20.03
20	44178	FOLGER FLVR FLTR 40/CS 0.9OZ	546687	COFFEE,REG,FLTR,FOLGRS,40CT	CA	36	\$ 28.96
21	720200	QB STL BNDR CLIP SMALL 3/4X3/8	429415	CLIP,BINDER,SMALL,12/BOX	BX	12	\$ 1.87
22	12994	PRONG FASTENER COMPRESSOR BARS	344116	FASTENER,COMP,2.75CC	BX	100	\$ 8.28
23	74205WE	QB HD DRING VIEW 5IN WHITE	213148	BINDER,OD,VW,DR,5,WHITE	EA	1	\$ 29.03
24	PD275TA	TWIST ERASE CLICK PENCIL	267817	PENCIL,MECH,CLRPRT,0.5MM,DZ,BLK	DZ	12	\$ 15.71
25	72380	CLIP 72380 PAPER #1 SMOOTH	308478	CLIP,PAPER,#1,SMTH,OD,10PK	PK	1000	\$ 1.79
26	72580	ECONOMY JUMBO PAPER CLIPS	808907	CLIP,PAPER,JUMBO,WRLDBRND,10PK	PK	1000	\$ 13.30
27	7CL6928	ENVELOPES CLASP 6X9	330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	100	\$ 7.99
28	22210Q	PEN RETR Z-GRIP 1.0MM BLACK	555347	PEN,BPOINT,RT,BK,DZ	DZ	12	\$ 2.68
29	5007524C	QUILL ELECTRNCS DUSTER 7OZ 4PK	911245	DUSTER,OFFICE DEPOT,10oz,3PK	PK	30	\$ 13.64
30	742328	RULED PADS 8-1/2 X11	305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	PK	12	\$ 20.03
31	12993	STPLS 2IN FASTENER BASE 100 CT	206805	FASTENER,BASE,2IN CP,100/BX	BX	100	\$ 7.61
32	24443474	WIPES SANITIZE 50 WIPES/PK	9979785	Caresour W-075 75% Alcohol Dis	EA	1	\$ 6.92
33	651551	EXPO LOW ODOR CHISEL PURPLE	818019	MARKER,EXPOL,OWOD,PE,12PK	DZ	12	\$ 12.10
34	73795	FILE TUFF POCKET 7IN EXP ETLTR	593254	FILE,PCKT,LTR,EXPANDING,7,5BX	BX	5	\$ 46.72
35	SAN65800	PEN UNIBALL IMPACT BLACK INK	215641	PEN,UNI-BALL,GEL IMPACT,BLACK	DZ	12	\$ 15.32
36	720559	QB 8.5X11 RCOPY 20 92 1RM BL	345637	PAPER,COPIER,20W,LTR,BLU,500SH	RM	500	\$ 5.77
37	7320213	QUILL D RING VIEW 2 BINDER	486328	BINDER,OD,VIEW,DR,2,WHITE	EA	1	\$ 9.30
38	7384YW	SELF-STICK NOTES 3X3	420994	NOTE OD,3X3,YLW,18PK	PK	18	\$ 11.15
39	42CLCQ	TAB HANGING FOLDER 1/5CUT CLEA	231769	TAB,HNG FLDR,1/5CUT,25PK,CLR	PK	25	\$ 5.34
40	2579647	17.3 LAPTOP CASE	732957	SLEEVE,LAPTOP,17.3,BLACK	EA	1	\$ 34.64
41	790703BE	QB STRAIGHT STEEL 8 SHEARS	375667	SCISSORS,STRAIGHT,OD,8,BLACK	EA	1	\$ 10.39
42	765002PK	QB TAPE INVISIBLE 3/4X1296	3616723	3/4X1296 Invisible 12Pk	PK	12	\$ 27.81
43	721666	9IN WHITE PAPER PLATE 100PK	508359	PLATE,COATED,9,120PK	PK	120	\$ 6.18
44	1005409	BROTHER TN660 BLK TONER HY	576090	TONER,BROTHER,TN660,BLACK	EA	1	\$ 42.20
45	1181122	HM CPL 8.5X11 20 92 5RM WHT	762681	PAPER,COPY 2500SH,WE	CT	2500	\$ 65.60
46	PL177241	PILOT G2 GEL REFILL FN BLUE 2	526587	REFILL, GEL,RT, FN,2PK,BLUE	PK	2	\$ 1.09
47	X81120CT	QB 8.5X11 PMP CPY 20 97 10RM	617206	PAPER,IMAGPRNT,10RM,8.5X11,WHT	CA	5000	\$ 92.26
48	733P12YW	QUILL BRAND 3X3 POP-UP NOTES	843787	NOTE OD,3X3,POP YLW,12PK	PK	12	\$ 7.59
49	2625461	VERBATIM STEREO EARPHONES	839469	EDUCATION ONLY STEREO EARPHONE	EA	1	\$ 1.37
50	VK811RM	VK 8.5X11 POLY 20 92 1RM WH	841195	PAPER,COPY,8.5X11,104BRT,WHITE	RM	500	\$ 9.20
51	IM1UW8461IN	WASP LASER BARCODE SCANNER	382879	Wasp WWS50i Freedom Cordless	EA	1	\$ 348.47
52	05262UNI	CASH RGSTR/POS PAPER 5 RLS/PK	109317	PAPER,THERMAL,RD,OD,2.25,9PK	PK	9	\$ 14.14
53	15949Q	CLOROX DSNFCT WIPE 75CT FRESH	821808	CLEANER,DSNFCT,WIPES,FRSH EA	EA	1	\$ 5.07
54	1949018	CLOROX WIPES VALUE PK 3/75CT	696386	WIPES,DSNFCT,AL PRP,CLR	PK	3	\$ 14.53
55	CL1013	ENVELOPES, CLASP, 10X13	296314	ENVELOPE,CLASP,32LB,#97,100BX	BX	100	\$ 23.04
56	740137	FILE FOLDER LTR SIZE 1/3-CUT	810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	100	\$ 11.87
57	P1JG	PAPER CLIPS JUMBO SMOOTH	308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	10	\$ 5.27
58	793211	QUILL STAPLE REMOVER	427111	STAPLE REMOVER,BLACK	EA	1	\$ 2.57
59	36506CL	SCOTCH MOVING&STORAGE TAPE 6PK	400951	TAPE,SUPR CLR,48MMX50M,SCOTCH	PK	4	\$ 11.62
60	3700BK	ULTRA FINE-POINT MARKERS	607483	MARKER,PERM,ULTRA FINE,DZ,BLK	DZ	12	\$ 8.93
61	70207Q	UNIBALL 207 BLK REFILL 2PK	450152	REFILL,UNI-BALL,207,BLK,2/CD	PK	2	\$ 0.85
62	105535MH	10500 SERIES BOOKCASE	642621	BOOKCASE,5SHELF,67.5H,MY	EA	1	\$ 408.29
63	390824	8.5X11 PRESTIGE FRAME RSEWD/BK	883089	FRAME,8.5X11,ROSEWD/BK	EA	1	\$ 12.88
64	MN1500B20Z	BATTERY AA ALKALINE 20PK	587463	BATTERY, ALKA, AA, 20	PK	20	\$ 23.66
65	2847075	BOUNTY 12 DOUBLE RL SAS 110SH	276182	TOWEL,BNTY,6BR,SAS,WHT	PK	6	\$ 11.87
66	2707012	BROTHER LC3017 XL COLOR 3PK	8093536	XL Color Ink 3 Pack	EA	1	\$ 26.65
67	2625549	BROTHER LC3019BK XXL BLACK INK	858572	CRTDG,INK,HY,BK	EA	1	\$ 30.79
68	351B	COUNTERFEIT DETECTION PEN	424456	PEN,COUNTERFEIT DETECTOR,3PK	PK	3	\$ 5.01
69	2802493	FOLGRS CLASSIC ROAST 48 OZ	993562	COFFEE,FOLGRS,CLASSIC,CAN,48OZ	EA	1	\$ 21.05
70	24390999	FORK HD PLASTIC WHITE 100PK	508506	FORK,PLASTIC,100CT,WHITE	PK	100	\$ 3.23
71	105007CT	HM CPL 8.5X11 20 92 10RM WHT	273646	PAPER,COPY,WHITE TOP,10/CA	CA	5000	\$ 32.31
72	2724258	HP 64XL HY BLACK INK CART	323093	INK,HP,64XL,OG,BLACK,CARTRIDGE	EA	1	\$ 30.74
73	21200Q	KLEENEX BOUTIQ 3PK FACIAL TISS	823184	KLEENEX,BOUTIQUE,BUNDLE 3 PACK	PK	3	\$ 4.73
74	784551	M325 WIRELESS MOUSE BLACK	282127	MOUSE,WIRELESS,M325,BLACK	EA	1	\$ 14.24
75	25260Q	MESH DRAWER ORGANIZER	180352	TRAY,LETTER,MESH,BLACK	EA	1	\$ 7.94
76	34899Q	PUFFS PLUS 4PK FACIAL TISSUE	984856	TISS,PUFFS,LOTION,MULTI-PK,4CU	EA	4	\$ 7.42
77	75762	QB #10 REG SECURITY PULL & S	913174	ENVELOPE,#10,CLEAN SEAL,500BX	BX	500	\$ 14.67
78	732206	QB IJ ADD LBL 3-1/3X4 WHITE	463646	LABEL LSR SHIP WHIT 600CT	PK	600	\$ 25.16
79	7TF830	QUILL FACIAL TISSUE	579207	TISSUE,FACIAL,ACCLAIM,1BX	BX	1	\$ 1.57

EXHIBIT A  
MARKET BASKET

80	PRO250BBK	RETRACTABLE BELT BARRIER	5128965	STANCHION,BLACK,9 FT,BELT	PK	2	\$	237.59
81	204115	ROAKEN CHAIR W/O ARMS	904688	CHAIR,FABRIC,STACK,STD,BLK	EA	1	\$	84.14
82	810K12	SCOTCH MAGIC TAPE 3/4 X 1000	875250	TAPE,3/4X1000,12RL	PK	12	\$	20.27
83	24390995	SPOON HD PLASTIC WHITE 100PK	508450	SPOON,PLASTIC,100CT,WHITE	PK	100	\$	3.23
84	30005	STAND UP STAPLER	993239	STAPLER,DESKTOP,CLASSIC,FLSTRP	EA	1	\$	19.00
85	119909	WIRE LETTER TRAY	809541	TRAY,LETTER,WIRE,3IN DEEP,BLK	EA	1	\$	6.09
86	24447409	ALCOHOL WIPES 80 PK	9979785	Caresour W-075 75% Alcohol Dis	EA	1	\$	6.92
87	STCRP2115	BOSTITCH B8 STAPLES 5000CT	371674	STAPLES,B8,ARCH CR,1/4,5M,STD	BX	5000	\$	2.79
88	TZE2312PK	BROTHER TZE231 2PK 1/2 BLK/WH	479596	TAPE,BLACK ON WHITE,2PK	PK	2	\$	15.55
89	848237ORS	CABLE TIE 8 IN L	6021908	100 PACK 8 CABLE TIES -WHITE	EA	1	\$	12.86
90	11921	CASH RECEIPT BK, 4UP DUPLICATE	436857	MONEY/RENT RECEIPT SPIRAL	EA	1	\$	6.31
91	24326740	CERT CVR 12X9.375 PATRIOTIC 5	143197	COVER,DOCUMENT,6CT,NAVY	PK	6	\$	8.03
92	717643	CLIPBOARD LTR 9X12.5 BN	991992	CLIPBOARD,LTR,9X12-1/2	EA	1	\$	1.28
93	7CL101328	ENVELOPES CLASP 10X13	330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	100	\$	14.23
94	3000BK	FINE-POINT MARKERS	707689	MARKER,PERM,BIC,DZ,BLACK	DZ	12	\$	8.94
95	501775	HIGHLIGHTER POCKET ACCENT PINK	896304	HIGHLIGHTER,PKT ACC,DZ,PINK	DZ	12	\$	5.70
96	2030289	HP 952XL/952 HYBLK/STDCLR 4PK	431632	INK,HP,952,CMYB,COMBO	EA	4	\$	79.15
97	913154	HYGIENIC SORTKWK 1-3/4 OZ/2PK	458554	FINGERTIP MOISTNERS,1.75OZ,2PK	PK	2	\$	7.26
98	24357586	KONNECT PAPER TRAY GRAY	8008991	LETTER TRAY, GRAY, CEPPEPRO	EA	1	\$	5.11
99	717647	LETTER SIZE CLIPBOARD WITH LO	271085	CLIPBOARD LETTER 9X12	EA	1	\$	3.95
100	IM1N23680IN	MAXELLBLUEIN-EAREARPHONE	275817	EARBUDS,STEREO,BE	EA	1	\$	11.47
101	T252XLBCS	ON 252 INK HY BK/SY CLR 4PK	791513	INK,EPSON,T252XL-BCS,BLK/COLOR	EA	1	\$	43.73
102	65412VALOTB	POST IT 3X3 YW 12 PK	172510	NOTE,CANARY,YELLOW,3x3,12PACK	PK	12	\$	10.57
103	65418BRCP	POSIT 3X3 CABPK JAIPUR 18PK	446810	NOTES,POST-IT,3X3,CABINET,18PK	PK	18	\$	11.97
104	682RYGVA	PRIORITY FLAGS VALUE 260 PK	386979	FLAG,COMBO,ARRW,RD,YEL,GR320PK	EA	320	\$	17.61
105	P1KSNS	QB PAPER CLIPS, REG NON-SKID	308353	CLIP,PPR,#1,NSKD,OD,10PK	PK	10	\$	3.10
106	SBNW	QB STENO BOOK, GREGG RULING	533400	STENO, 70CT., GREGG RULE, WHI	DZ	12	\$	7.70
107	790701BE	QB STNLSS STEEL 8-1/2 SHEARS	837278	BENT,VALUE,8IN,BLACK	EA	1	\$	1.68
108	748195QQ	QUILL 8GB FLASH DRIVE 2.0	293547	8GB FLASH DRIVE USB 2.0 BLACK	EA	1	\$	4.94
109	7320201	QUILL D RING VIEW 2 BINDER	212167	BINDER OD VW DR 2 BLACK	EA	1	\$	8.27
110	SF4	SF4 SPEEDPOINT STAPLES 5000CT	221051	STAPLE,1/4,15-25 SHT,5000BX	BX	5000	\$	2.30
111	1678457	SPS 1500 MESH	9046713	CHAIR,MSH,MDBK,EGNMIC,BLK	EA	1	\$	575.69
112	728151	TANK STYLE HIGHLIGHTERS	128844	HIGHLIGHTER,12PK,YELLOW	DZ	12	\$	5.24
113	826830KCC	TISSUE FACIAL BOUTIQ 6/PK	618405	TISSUE,KLEENEX,BOUTIQUE,6PK	PK	6	\$	11.85
114	6546SSIOIB	UNLINED 3X3 SS 6PK IRIS	115337	NOTES,POP-UP,SS,3X3,6PK,PGO	EA	6	\$	14.15
115	29551	WASTECAN 3.5Gal BLACK PLASTIC	221457	WASTEBASKET,RECT,13 QT CAP,BLK	EA	1	\$	10.79
116	SK240022	2022 AAG MNTH DESKPAD 22X17	9467819	DESKPAD,MON,RY22,22X17,OD	EA	1	\$	3.39
117	210205PET	5.25 CEILING SPEAKERS	3851612	Bic America Msr5d Dual Voice-c	EA	1	\$	41.99
118	24337385	64GB PINSTRIP USB 2PK	6492755	2PK 64GB PINSTRIP USB 2.0 BLU	EA	1	\$	15.14
119	U82386ING	6PK 4.0 X 2.0IN Z-SELECT 4T	660222	6PK 4.0 X 2.0IN Z-SELECT 4T	EA	1	\$	88.10
120	10880	8X10 DOCUMENT FRAME/GLASS	705442	FRAME,EZ MOUNT,PLASTC,8X10,BLK	EA	1	\$	4.74
121	373488	APC BE650G1 BATTERY BACKUPS	660678	UPS BATTERY BACK-UP,ES 650	EA	1	\$	108.89
122	2070271	BANKERS BOX BASIC L/L 20PK	733436	FILE,BOX,LTRLG,BASCDTY,WHI	CT	20	\$	39.48
123	464050	BATTERY ALKALINE AA 36PK	1385290	Coppertop AA Alkaline 36 pk	PK	36	\$	27.88
124	413020	BATTERY ALKALINE AAA 36PK	991152	BATTERY,COPPERTOP,AAA,36 CT	BX	36	\$	31.75
125	WOTAPP10	BIC WITE-OUT CORRECTION TAPE 10	952383	TAPE,CORREC,DRYLINE,10CD,BE	PK	10	\$	14.54
126	WOTAPP41	BIC WITE-OUT CORRECT TAPE 4	429638	TAPE,CORRECTION,BIC,1PK	EA	1	\$	1.97
127	IM11Y7737	C-925E PROHD WEBCAM B2B ONLY	918152	C-925E PROHD WEBCAM B2B ONLY	EA	1	\$	51.50
128	573072512	CHAPTICK LIP MOIST	3922308	LIP BALM,0.30OZ,MEDICATED	EA	1	\$	4.99
129	24406019	CORRECTION TAPE 18CT BOX	4352016	TAPE,CORRECTION,WITEOUT,18PK	PK	18	\$	19.68
130	9287	EMPLOYEE RECORD FOLDER 20PK	222950	EMPLOYEES RECORD FILE FOL	PK	20	\$	16.13
131	81803	EXPO DRY ERASE CLEANER	204057	CLEANER,BOARD,DRY ERASE,8 OZ	EA	1	\$	2.47
132	741137	FILE FOLDER LTR SIZE 1/3-CUT	810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	100	\$	11.87
133	21920Q	FLIGHT RT LOW-VISCO 1.2MM BLUE	852172	PEN,RT,FLIGHT,BL,DZ	DZ	12	\$	5.43
134	84065	G2 GEL PEN BLK .7MM FINE PT	8011364	PM,PROFILE,GEL,.7MM,12P,OS,BLK	DZ	12	\$	8.31
135	25025	HI-LITER 25025 BROAD TIP FYE	203174	HIGHLIGHTER,MAJ ACC,YEL,DOZ	DZ	12	\$	5.83
136	24398984	HP 414A BLACK LJ TONER CART	6999867	TONER,CARTRIDGE,414A,HP,BLACK	EA	1	\$	71.03
137	24444627	INST GEL HAND SAN W/PUMP 8OZ	7436830	SANITIZER,HND,GERX,PMP,8OZ,62%	EA	1	\$	4.45
138	784615	K360 WIRELESS KEYBOARD	471319	KEYBOARD,WIRELESS,K360,BLACK	EA	1	\$	15.98
139	57256L	LOGITECH WIRELESS COMBO MK270	485722	Logitech Wireless Combo MK270	EA	1	\$	15.93
140	87813	LIQUID PAPER DRYLINE GRIP 2PK	609336	TAPE,DRYLINE,GRIP,2PK,BLU&PURP	PK	2	\$	3.87
141	2636283	NX2-10500 LFT RETRN 48W MAHGNY	4619943	RETURN,RIGHTPD,2DR,42IN	EA	1	\$	693.80
142	1231065	PAPER MATE INKJOY 300RT 36-PK	274982	PEN,BU3,BALLPT,MEDIUM,36PK	BX	36	\$	7.70
143	1051291	PERF 3 1/2 BOT 8.5X11CPY PPR	643158	PAPER,PERF, 3 2/3,20#,WE	RM	1	\$	12.17
144	79604Q	QB CONTEMP FULL STRIP STAPLER	993239	STAPLER,DESKTOP,CLASSIC,FLSTRP	EA	1	\$	19.00
145	710786	QB LSR ADD LBL 1X2-5/8 WHITE	612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	3000	\$	20.13
146	746F5AQ	QUILL BRAND 4X6 SELF STICK NO	9929529	NOTES,ADHSV,4X6,5PK,LINED	PK	5	\$	8.02
147	718862	QUILL ELECTRNCS DUSTER 10OZ 4P	110284	DUSTER,OFFICE DEPOT,10OZ,6PK	PK	6	\$	42.41
148	204116	ROAKEN CHAIR W/ ARMS	249809	CHAIR,FABRIC,STACK,STD,BLK	EA	1	\$	89.09
149	G5201422	RY22 AAG PROF BURGUNDY WM 9X11	8666708	PLANNER,WKLY,RY22,8X11,BURG	EA	1	\$	17.17
150	901-683VAD1	POST-IT FLAGS VALUE PACK, .47" WIDE	160064	FLAGS,POST-IT(R),SMALL SIZED	PK	1	\$	5.37

	CATEGORY FROM CATALOG	% OFF DISCOUNT
<b>EXAMPLE</b>	<b>BINDERS</b>	<b>3%</b>
1	ADHESIVES, GLUES, GLUE S	63%
2	DICTIONARIES, THESAURUS	48%
3	ARCHIVE BOXES, CARDBOA	61%
4	AWARD FRAMES, DISPLAYS	49%
5	BADGES, BADGE HOLDERS,	57%
6	BATTERIES, CHARGERS, UP	54%
7	BINDER CLIPS, PAPER CLIPS	72%
8	BINDERS, COMBS, RINGS, S	54%
9	BOOK CASES, BOOK ENDS,	51%
10	WHITE BOARDS, BULLETIN B	55%
11	APPOINTMENT BOOKS, PHO	58%
12	GARBAGE CAN LINERS, SHR	74%
13	CARTS, HANDTRUCKS	54%
14	CDS, DVD, PHOTO PAPER, C	46%
15	CHAIR MATS, DOOR MATS, F	62%
16	CLOCKS, HOOKS, LAMPS	53%
17	CORRECTION FLUID, CORRE	61%
18	CUPS, SPOONS, FORKS, PLA	55%
19	BREAKROOM CLEANERS: DU	55%
20	CHALK ERASERS, DRY ERAS	58%
21	CALCULATORS, TYPEWRITE	49%
22	FIRST AID, HAND LOTIONS, H	50%
23	HEADSETS, HEADPHONES, H	44%
24	INK PADS, REFILLS, STAMPS	60%
25	KNIVES, CUTTERS, BLADES	61%
26	LABELS, LABEL MAKERS, LA	56%
27	MAILING TUBES, PACKAGING	65%
28	MARKERS, HIGHLIGHTERS, I	63%
29	MICE, KEYBOARDS, WRISTR	53%
30	PAPER: NOYEBOOKS, NOTE	73%
31	OFFICE ORGANIZERS, INBO	62%
32	PAPER (INCLUDING COPY P	70%
33	PENCILS, PENCIL ERASERS,	68%
34	PROTRACTORS, RULERS, Y	62%
35	REPORT COVERS, FILES, FIL	66%
36	SIGNS, SIGN HOLDERSM NA	50%
37	STAPLERS, STAPLES, STAPE	62%
38	STORAGE CABINERS, FILING	51%
39	TAPE, TAPE DISPENSERS, V	61%
40	BREAKROOM PAPER PRODU	55%
41	TONER CARTRIDGES, LASE	45%
42	ALL OTHER HP BRAND TONE	42%
43	TONER AND INK CARTRIDGE	39%
44	REMANUFACTURED AND BO	49%
45	TRANSPARENCY FILM, TRAN	57%
46	USB DRIVES, FLASH MEMOR	34%
47	"SCHOOL SUPPLIES": ART P	66%
48	UN-CATEGORIZED SPEND	40%
49		
50		

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50		



March 24, 2022

Kim Hopkins-Will , CPPO, CPPB, NIGP-CPP-Purchasing Agent  
Christian County Government  
Employee Services  
202 W. Elm Street  
Ozark, MO 65721

Quill Bid Number: 22-27512  
Customer Bid Info: #2022-7 COUNTY-WIDE OFFICE SUPPLIES  
Account Number: 5289003

Dear Kim Hopkins-Will,

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, 2023**. In addition, for items not on your enclosed list, we're pleased to offer your organization an additional **10% column discount\*** to our already discounted prices in the catalog which are up to 80% off list. This extra savings is good through **March 31, 2023**.

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 the future 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](mailto:taxexempt@quill.com) or fax to 800-499-8805.
- ☐ Quill.com offers easy online ordering with visibility to your special item pricing as well as your extra discount at [www.Quill.com](http://www.Quill.com).

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

Sincerely,  
Quill's Bid Department

\*Discount does not apply to Dell™ ink & toner; Apple® products; e-readers; desktop, laptop, netbook, and tablet computers, electronic machines (copiers, fax machines); food; beverages; breakroom, cleaning and janitorial supplies; safety and maintenance items; boxes, mailers and tubes; vending and gumball machines; refurbished and closeout merchandise; taxes or freight charges. Discount does not apply to furniture unless you are a contract bid account. Sale prices, free offer deals, Top Seller/Best Price items, special order items, QuillSUBSCRIBE orders, and items beginning with the prefix "SPW" or "UNI" or indicated as an "Extended Assortment" item are also excluded from this discount offer. We reserve the right to change our programs and their benefits, including shipping charges.



### **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 #: 22-27512 \*\* 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 \_\_\_\_\_  
Do you accept the discount on our catalog? Yes \_\_\_\_\_ No \_\_\_\_\_

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](mailto:taxexempt@Quill.com) or fax to 800-499-8805.

This **BID AWARD FORM** can be returned via:

**Email:** [bid@quill.com](mailto:bid@quill.com)

**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

# 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





Founded in 1956, Quill LLC has pioneered the growth of direct marketing in the business products industry and has been a leader in discount pricing and outstanding customer service. Our major business line is office supplies, furniture, customer imprints and office technology. Quill operates 25 regional distribution centers located in strategic areas of the United States which allows us to provide 1-2 delivery days.

**Employee ID Number:** 04-2896127 Large Business

**Sic No.:** 5961 **Duns No.:** 025273202 **DHR NO.:** 9727800 **NAICS:** 454113

**Ownership:** Corporation registered in Delaware on December 15, 1977, and converted to a Delaware Limited Liability Company on February 4, 2018

Not Minority or Women owned

**Senior Vice President:** Sergio Pereira **Number of Employees:** 1,030

**Affiliation:** Wholly owned subsidiary of **Staples, Inc.**, 500 Staples Dr., Framingham, MA 01702

**F.O.B:** Quill offers free standard parcel and tailgate delivery within the 48 contiguous States.

**Warranty on products:** Per Manufacturer

**Payment terms:** Net 30 days - Accepts Visa, MasterCard, Discover, American Express and GSA SmartPay Card

### **Contacts**

**Customer Service:** 800-634-4809 **Website:** [www.Quill.com](http://www.Quill.com)

**Physical Address & Mail Orders:** 100 Schelter Road, Lincolnshire, IL 60069-3621

**Email:** [Bid@Quill.com](mailto:Bid@Quill.com) **24-Hour Fax Order:** 800-789-2016

**Email Orders:** [e-orders@quill.com](mailto:e-orders@quill.com)

**Payment Remittance:** P.O. Box 37600 Philadelphia, PA 19101-0600

**Accts. Receivable:** 800-634-1172 **Fax:** 508-305-8103 **Email:** [AR@quill.com](mailto:AR@quill.com)



## Delivery Policy

### **FREE SHIPPING – No minimum spend required.**

99% in stock rate, 98% on time delivery

- Delivered 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).
- 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

### **Guaranteed 1-2 Day Delivery**



Items marked with this icon will be delivered within 2 business days or we will refund the final price you paid for the item plus applicable tax.

Orders must be placed by 3:00 p.m. local time to qualify. Subject to credit approval. Excludes discounted items or delays resulting from circumstances beyond Quill.com's reasonable control, including, without limitation, natural disasters, labor strikes or severe weather. Quill.com reserves the right to discontinue this guarantee at any time, for any reason.

**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.
- Assisted delivery is available upon request for a fee of \$25. The driver will assist with unloading cartons and bringing 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 47.5" X 36"
- 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.

### **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 must be backordered, Quill will notify you via phone, email, or fax of the issue & time frame you can expect your item.



## **References**

### **Utica Community Schools**

Karla Girardi 586/797-1196  
11303 Greendale  
Sterling Heights, MI 48312  
[karla.girardi@uticak12.org](mailto:karla.girardi@uticak12.org)

### **Thomaston Upson School System**

Andreanna Desnoyer 706/647-9621  
205 Civic Center Dr.  
Upson, GA 30286  
[adesnoyer@upson.k12.ga.us](mailto:adesnoyer@upson.k12.ga.us)

### **Eagle Pass Independent School District**

Luis Velez 830/773-5181 x1062  
587 Madison St.  
Eagle Pass, TX 78852  
[lvelez@eaglepassisd.net](mailto:lvelez@eaglepassisd.net)

### **Vian Public Schools**

Becky Hoffarth 981/773-5798  
PO Box 434  
Vian, OK 74962  
[becky@vian.k12.ok.us](mailto:becky@vian.k12.ok.us)

### **Perry Lecompton U S D 343**

Deb Brehm 785/597-5138  
404 Lecompton Rd.  
Perry, KS 66073  
[dbrehm@usd343.org](mailto:dbrehm@usd343.org)



## Purchasing Manager

The Quill.com Purchasing Manager is an online tool that utilizes a purchasing hierarchy to manage and approve orders. Each person in the purchasing hierarchy can be given specific rules and dollar minimums or maximums by the Administrator.

Purchasing Manager allows you to set up your own ordering rules and maximum order limits so that you can meet the unique supply needs of your organization. It allows you to quickly and easily coordinate orders from different locations and departments to simplify company-wide ordering.

Purchasing Manager helps to ensure that the right people are ordering the right supplies and reduces unapproved supply expenditures.

**Open and efficient ordering.** Keeping costs down is a big part of succeeding as a business. Purchasing Manager is a new tool that brings openness and accuracy to your ordering process.

**Cost-cutting opportunities.** It allows for easy order approvals while providing an overview of what you're spending money on (and what you could be spending less on)

**Instant snapshot of activity.** The purchasing manager tool keeps an online record of your business's ordering activity, giving you quick access to every order you've placed. The days of sitting through old paperwork for past invoices are over.

### How it works:

- **Requestors** can build orders, adding and deleting products until a final order is ready for approval. They then must send the order to one of their designated approvers to get their sign off.
- **Approvers** can view, edit and place orders once they give approval. They can also make notes and send back to the requestor to make changes.
- **Administrators** have the power to assign requestor and approver designations as well as adjust account settings including dollar minimum and maximums for requestors and approvers to work within.



Dear Customer:

Please find below our Wells Fargo banking information for remitting your ACH/Wires payments. The attachment contains the instructions and formatting for remittance instructions of your payment. If you have any questions or concerns, please, email [arpayment@quill.com](mailto:arpayment@quill.com)

**Acceptable methods of payment:**

ACH/CTX \*preferred\*

ACH/CCD+

ACH/CCD

**Remittance Account:**

Routing Transit Number (ACH): [REDACTED] (Wells Fargo)

Account Number: [REDACTED]

Account Name: Quill Corporation

**Remittance instructions:**

Please send remittance information, including invoice number and amount paid, one of the following ways:

- Use ACH CTX format for payments of multiple or a single invoice or CCD+ addenda format for single invoice payments.

Sincerely,

Quill Corporation

**(Additional Information)**  
**ELECTRONIC PAYMENT REQUIREMENTS**

Use the following bank account information for ACH transactions:

Routing Transit Number: [REDACTED]  
Account Number: [REDACTED]  
Transaction Code: 22 (credit to DDA/checking account)

---

***ACH/CTX format  
(preferred)***

Your payment must contain a valid ASC X12 820 document. Please see the sample invoice enclosed for the location of our invoice number and other important information. Please provide the following information in the segments specified:

<u>Segment/Element</u>	<u>Qualifier (if any)</u>	<u>Contents</u>
RMR02 or RMT02	IV	Invoice number (very important)
REF02	11	Customer account number
N102	PR	Your company's name
N3		Your address
N4		Your city, state and zip code

---

***ACH/CCD+ format:*** Invoice number(s) must be provided in a valid X12 RMR or RMT segment(s) contained in the CCD+ addenda record with a qualifier of "IV" (Seller's Invoice Number.) Please see the sample invoice enclosed for the location of the invoice number. The following is an example of a properly formatted CCD+ addenda record:

**705RMR\*IV\*12131314564\ 00011234567**

---

***ACH/CCD+ format  
(Separate Remittance Advice):*** Use a TRN segment or a REF segment with a "TN" qualifier if a remittance advice will be sent separately through a VAN or by mailing or faxing a paper report. The segment must contain a unique trace number that is also contained in the remittance advice. The following is an example of a properly formatted CCD+ addenda record if the remittance advice is sent separately from the payment:

**705TRN\*1\*1234567890\ 00011234567**

---

# Wire transfer quick reference guide for customers

To initiate a voice activated wire you must be set up for this service. Please see your Wells Fargo representative for details. To initiate your wire please call Wells Fargo Wire Transfer Services toll free at 1-888-384-8400.

## Press 1:

- to initiate a wire transfer
- to initiate a wire transfer investigation
- to initiate a same day repetitive wire transfer in U.S. Dollars only\*

## Press 2:

- to initiate all foreign currency wires\*
- to initiate a repetitive wire with additional information\*
- to initiate any other type of wire\*
- to reach wire investigations\*
- to inquire on wire status

## Press 3:

- for wire instructions from a financial institution within the United States

## Press 4:

- for wire instructions from a financial institution from outside the United States

## Press 5:

- for wire approval

## Press 0:

- to speak with an agent

\*Only available before 4:30 p.m. CT

## Department hours — Monday – Friday

Same-day wire initiation hours	7:00 a.m. to 4:30 p.m. CT*
Wire transfer between two Wells Fargo accounts	7:00 a.m. to 7:00 p.m. CT*
Future dated wire initiation hours	7:00 a.m. to 7:00 p.m. CT*
Customer service hours	7:00 a.m. to 8:00 p.m. CT*
Spanish language hours	7:00 a.m. to 7:00 p.m. CT*

\*(Central Time = +1 hour for Eastern Time/ -1 hour Mountain Time/ -2 hours Pacific Time/ -3 hours Alaska Time)

## Please have the following required information ready

- Your complete Wells Fargo account number
- Your PIN
- Your wire repetitive number (if applicable)
- The amount of the funds to be transferred
- The currency type for international wire transfers
- Beneficiary bank routing instructions
- Beneficiary account number, Mexican CLABE #, or International Bank Account Number (IBAN)
- Beneficiary name and address, including city and country
- Any additional information for the receiving bank or Beneficiary (i.e., invoice numbers, loan payment, etc.)

## Wire transfer daily deadlines

Requests received after deadlines will be processed the next business day.

12:00 p.m. CT*	Same-day wires to Mexico in Pesos and wires to Canada in Canadian Dollars
3:00 p.m. CT*	Tax payments
3:00 p.m. CT*	Outgoing international wire transfers from a consumer account
4:30 p.m. CT*	Outgoing domestic and international wire transfers and outgoing drawdowns
5:00 p.m. CT*	Bank settlement transfers (correspondent banks only)
5:30 p.m. CT*	Incoming wires
7:00 p.m. CT*	Same-day wire transfers between two Wells Fargo accounts

\*(Central Time = +1 hour for Eastern Time/ -1 hour Mountain Time/ -2 hours Pacific Time/ -3 hours Alaska Time)

## Routing instructions for incoming wire transfers

Wells Fargo can receive incoming wires in both U.S. dollars and foreign currency.

## For receiving wire transfers in U.S. dollars

To avoid processing delays, please use the following routing instructions for incoming wire transfers:

For Domestic Wires	Wire Routing Transit Number (RTN/ABA) 121000248
For International	SWIFT/BIC code WFBUS6S
Bank name	Wells Fargo Bank, N.A.
Bank address, city & state	420 Montgomery San Francisco, CA 94104 (regardless of where your account is located)
BNF/Field 4200	Your complete Wells Fargo account number including leading zeros
Beneficiary acct. #	The name and address of your account as it appears on your statement
Beneficiary account name and address	
CHIPS Participant	0407

## For receiving wires in foreign currency

To obtain routing instructions for incoming wire transfers in foreign currency, contact the International Connections team at 1-877-593-2468 or visit:

[www.wellsfargo.com/incominginternationalwireguide](http://www.wellsfargo.com/incominginternationalwireguide)

If you have any questions regarding your wire service, please call your Wells Fargo representative or the number listed on your statement.

Together we'll go far



## Reduce the possibility of delays, additional fees, or loss of principal on outgoing wires

- Be sure to provide complete Beneficiary Information including name, address and account number. (city and country are required for international wires).
- Be sure to provide complete Beneficiary Bank information including name, branch name, address, city, state, country, and ABA/RTN or SWIFT/BIC Code.
- For international wires be sure to include the International Routing Code (IRC) and International Bank Account Number (IBAN) for countries that require it.
- For international wires to Mexican banks be sure to include the CLABE account number in the Beneficiary instructions to ensure correct payment.
- If you are unsure of the Beneficiary information, please contact the recipient (Beneficiary) for complete routing instructions.
- When initiating Same-Day Canadian Dollar and Mexican Peso wires prior to the daily deadline of 12:00 p.m. CT, please be sure to indicate it is a same-day wire transfer.

## Information for international wires

1. **SWIFT Bank Identifier Code (SWIFT/BIC).** The 8 or 11 character SWIFT/BIC is a unique series of alpha numeric characters that help to identify a specific financial institution. The SWIFT/BIC should be obtained from the Beneficiary. To ensure timely delivery please be sure that international outgoing wires include the SWIFT/BIC where applicable.
2. **International Routing Code (IRC):** Some countries throughout the international banking community have created international routing codes, which are used in combination with the SWIFT/BIC to aid in routing the payment through a main office to a branch. Each country has a specific name for their routing code (i.e., Sort Code in the United Kingdom, Canadian Payments Association Routing Numbers in Canada). Your Beneficiary must provide the international routing code to facilitate receipt of an international payment. Sending a wire without the IRC number can delay the wire, or the receiving bank may return the wire when this number is not included in the payment instructions, and additional fees may be assessed.
3. **Indian Financial Services Code (IFSC):** Every Indian bank has a unique eleven (11) character alpha - numeric code identifying the bank branch to receive the wire transfer. To ensure timely delivery, please be sure that international outgoing wires include the IFSC where applicable.

4. **International Bank Account Number (IBAN):** The IBAN varies by country/institution. Warning! Only the bank servicing an account can provide the correct IBAN of that account and must be obtained from the Beneficiary of the wire. Sending a wire to a participating country without the IBAN can delay the wire, or the receiving bank may return the wire when the IBAN is not included in the payment instructions, and additional fees may be assessed.

Participating Countries that require an IBAN:

Albania	Guadeloupe	Pakistan
Andorra	Guatemala	Palestine
Austria	Hungary	(State of)
Azerbaijan	Iceland	Poland
(Republic of)	Ireland	Portugal
Bahrain	(Republic of)	Qatar
Belgium	Isle of Man	Reunion Island
Bosnia and	Israel	Romania
Herzegovina	Italy	Saint Barthelemy
Brazil	Jordan	Saint Lucia
Bulgaria	Kazakhstan	Saint Martin
Channel Islands	Republic of Kosovo	Saint Pierre et
Costa Rica	Kuwait	Miquelon
Croatia	Latvia	San Marino
Cyprus	Lebanon	Saudi Arabia
Czech Republic	Liechtenstein	Serbia
Denmark	Lithuania	Slovak Republic
Dominican	Luxembourg	Slovenia
Republic	Macedonia	Spain
Estonia	Malta	Sweden
Faroe Islands	Martinique	Switzerland
Finland	Mauritania	Timor-Leste
France	Mauritius	Tunisia
French Guiana	Mayotte	Turkey
French Polynesia	Moldova	United Arab
French Southern	(Republic of)	Emirates
Territories	Monaco	United Kingdom
Georgia	Montenegro	Virgin Islands,
Germany	Netherlands	British
Gibraltar	New Caledonia	Wallis and
Greece	Norway	Futuna Islands
Greenland		

5. **Mexico CLABE Account Number:** In addition to the SWIFT/BIC Mexican banks now require an 18 digit CLABE account number be added to the Beneficiary instructions to ensure payment. The CLABE number is required on all Mexican Peso (MXN) and USD payments sent to Mexico. The CLABE account number must be obtained from the Beneficiary. If the Beneficiary does not have the CLABE account number, please have the Beneficiary contact their bank. Wells Fargo does not provide or calculate the CLABE. Sending a wire without a CLABE account number can delay the wire, or the receiving bank may return the wire if the CLABE is not included in the payment instructions, and additional fees may be assessed.

6. Wells Fargo recommends that if you do not have a SWIFT/BIC, IBAN, IFSC code, IRC, or Mexican CLABE number, that you contact the Beneficiary of the wire. If the Beneficiary does not have the needed information, please have the Beneficiary contact their bank to obtain the appropriate information. Sending International wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. For International outgoing wires only: When sending in foreign currency, please ensure the Beneficiary's account accepts the designated foreign currency. International foreign currency wires are generally less expensive to send as compared with International USD wires (the Wells Fargo wire fee is always less when the wire is sent in foreign currency and Wells Fargo does not charge a converting fee; we also offer competitive exchange rates.) For International wires in foreign currency that are equal to or over \$100,000 U.S. equivalent, please call your local Foreign Exchange Specialist at 800-786-5593, to obtain a contract number.

7. **Purpose of payment** (i.e., family remittance, personal remittance, salary remittance, export remittance (in settlement of an export), etc.) is required for wire transfers to several countries. Please check with your beneficiary to determine purpose of payment requirements for the country you are sending your wire to.



# CERTIFICATE OF LIABILITY INSURANCE

2/1/2023

DATE (MM/DD/YYYY)

1/21/2022

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).

<b>PRODUCER</b> Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 1492159 Staples, Inc ATTN: Trevor Hamilton 500 Staples Drive Framingham MA 01702	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b> Travelers Property Casualty Co of America	25674
	<b>INSURER C:</b> Indemnity Insurance Co of North America	43575
	<b>INSURER D:</b> ACE Fire Underwriters Insurance Company	20702
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 17738338**REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	XSL G72478174	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,975,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 975,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,975,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ISA H25554644	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	ZUP-41N47445-22-NF	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	N	WLR C68928278 (AOS) WLR C6892831A (OR, MA) SCF C68928357 (WI)	2/1/2022 2/1/2022 2/1/2022	2/1/2023 2/1/2023 2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. 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****CANCELLATION** See Attachment

<b>17738338</b> Evidence of Insurance	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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**Staples, Inc.**

**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.  
Southwest Schools & Office Supply  
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  
DEX Imaging of North Carolina, LLC  
Dean's Office Machines, LLC  
Ecotype Industries, LLC  
Emerge Holdings, LLC  
Emerge Print Management LLC  
Sagamore Solutions, LLC  
Total Print USA LLC  
WorkLife Brands LLC  
Bulldog Office Products, Inc.  
Mt. Lebanon Office Interiors, Inc.  
S.W. School Supply, Inc.  
360 Office Solutions, Inc.  
Technology By Design, LLC  
Montana Office Machines, Inc., dba J2 Office Products



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

## INVITATION TO BID #2022-7 COUNTY-WIDE OFFICE SUPPLIES

**CONTACT:** Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent  
**ADDRESS:** Christian County Government  
Employee Services  
202 W. Elm Street  
Ozark, Missouri 65721  
**PHONE:** (417) 582-4309  
**EMAIL:** [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

The email address listed above 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.

**RETURN BID NO LATER THAN:** 8:45 a.m. March 30, 2022  
**BID OPENING DATE AND TIME:** March 30, 2022, at 9:00 a.m. (Central Standard Time)

**RETURN BID TO:** Christian County  
Purchasing Department  
202 W. Elm Street  
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:**

**"ITB 2022-7 COUNTY-WIDE 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.**

All bids shall be submitted during regular business hours of the county Commission Monday through Friday from 8:30 AM to 4:30 PM, and that bids submitted during non regular hours will not be considered as an attempted delivery.

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. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. 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". 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)

**Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:

- 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".
- 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.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- 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.

- 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.
- 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:
  - Withholding of payments under this Agreement until the Contractor complies; and/or
  - Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

**Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550., 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:

- 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
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, 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.

## **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.

### **The contract is for a term of one year**

**Renewals:** 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.

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 provided for year one. Please use the Excel Pricing Sheet attached **Exhibit A**. 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. Shipping should be included in all item pricing.

Renewal percentages are requested, see page 14.

Discounts off catalog or catalog categories are requested, see **Exhibit B**.

**(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 (Exhibit 1) 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 210, 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. 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.

# INVITATION TO BID #2022-7

## SCOPE OF WORK

Christian County wishes to solicit bids from qualified office supply companies for county-wide office supplies. The contract will provide county-wide office supplies with multiple ship-to locations. Training must be part of the contract.

Please provide the following information:

- Firm fixed pricing (includes shipping) for office supplies from the Market Basket provided (EXHIBIT A) for one year.

Note: The market basket are products most purchased by the county in the last 12 months. It is important that you enter a description that is equal to or better for evaluation purposes.

- A percent off discount from the catalog price and/or percent off categories (EXHIBIT B).

*This does not include the Market Basket items.*

Note: Write in the Category name and Discount Percent next to it. **Explain** what the discount price is from (list, manufacturing, etc.).

- Renewal % for years two (2) and three (3), see page 14.
- There are no minimum or maximum quantities guaranteed.
- The office supply catalog must be a user-friendly customized Internet-based catalog. A preferred online portal system to streamline ordering, which should include a management portal component for approvals. This should also include online reporting.
- The County currently pays by check or commercial payment (which includes a small fee).
- All pricing provided would be discounted on the portal. Shipping to be included in price of item.
- Include a training component – please include a transition plan, if applicable.
- Vendor to provide three references with similar scope in size project within the last three years.  
Note: An unfavorable reference may result in a disqualification of the bidder.

Christian County may request an audit of pricing at any time.

## PRICE SHEET

### SEE EXHIBIT A – MARKET BASKET

### SEE EXHIBIT B – CATEGORY % OFF DISCOUNTS

Quill.com has been our office supply contract for the past twelve months. The item number provided in Exhibit A are Quill.com's item numbers for reference purposes only. It is understandable that other bidders may not have the same item number, but comparable products. It will be the sole discretion of the county to determine if the items provided in the market basket, meet the specifications of the items listed on the market basket.

## RENEWALS

### RENEWALS:


This contract shall be valid for a period of one (1) year from the date of award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

- |  |                  |             |
|--|------------------|-------------|
| 1. First Renewal Period estimated (year 2 April 15, 2023 – April 14, 2024):  | Maximum Increase | <u>3</u> %. |
| 2. Second Renewal Period estimated (year 3 April 15, 2024 – April 14, 2025): | Maximum Increase | <u>5</u> %. |

**(37) 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 <b>QUILL LLC</b>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <b>04-2896127</b>
Mailing Address <b>100 Schelter Rd</b>	IRS Form 1099 Mailing Address
City, State, Zip Code <b>Lincolnshire Illinois 60069</b>	City, State, Zip Code

Contact Person <b>Karrie Szalkowski</b>	Email Address: <b>Bid@quill.com</b>
Phone Number <b>800-634-4809</b>	Fax Number: <b>800-789-2016</b>
Authorized Signature 	Date <b>3/24/2022</b>

List three (3) business references with similar scope and size project as Christian County, within the last three years:

**\*\*REFERENCES ATTACHED\*\***

**1<sup>st</sup>**

Company Name:		Representative Name:	
<hr/>		<hr/>	
Address	City	State	Zip
<hr/>	<hr/>	<hr/>	<hr/>
Business Phone	Business Fax	Cellular Phone	
<hr/>	<hr/>	<hr/>	
email address if available			

**2<sup>nd</sup>**

Company Name:		Representative Name:	
<hr/>		<hr/>	
Address	City	State	Zip
<hr/>	<hr/>	<hr/>	<hr/>
Business Phone	Business Fax	Cellular Phone	
<hr/>	<hr/>	<hr/>	
email address if available			

**3<sup>rd</sup>**

Company Name:		Representative Name:	
<hr/>		<hr/>	
Address	City	State	Zip
<hr/>	<hr/>	<hr/>	<hr/>
Business Phone	Business Fax	Cellular Phone	
<hr/>	<hr/>	<hr/>	
email address if available			

**(38) Contact Information:**

Please contact the Purchasing Agent, Kim Hopkins-Will, with any questions at 417-582-4309 or [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov) regarding this solicitation.

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](mailto: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  
Lynn Morris, Eastern Commissioner

## **Bid Specifications**

### **Bid Submissions**

All bids must be received on or before **March 30, 2022, at 8:45 a.m.** Bids must be received in a **sealed envelope** to the Christian County Commission office 100 W. Church Street Room 100 Ozark, MO 65721. Clearly mark the envelope with your company name and address. No faxed or emailed bids will be accepted. All bids must be filled out on Christian County bid forms supplied in the attached specifications. If you have any products, additional services, or price adjustments please list these in the *additional charges/conditions* sections. All bids must be signed and have the company's information included. If you are bidding on more than one product or service, please include the company's information and sign every form you are bidding on. All bids must be in the format requested in the bid forms. Any variance from this can cause rejection of the bid. The bid forms are the only part that must be returned in your envelope. The specification details may be kept by the bidder. Any bid that is submitted must be honored for 30 days from the opening without any increase or change to price or penalty. Failure to comply with the above listed requirements may result in the rejection of the bid.

### **Bid Withdrawal**

Any bid can be withdrawn up to **8:45 a.m., on March 30, 2022**, for any reason without penalties, but any bid not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

### **Bid Opening**

All bids will be opened and read aloud on **March 30, 2022, at 9:00 a.m.** at the Christian County Commission Office. The bidders and public are welcome to attend the formal bid opening. No decisions relating to the award of any contract or agreement will be made at the bid opening. Copies of all bids will be available to anyone.

### **Bidder Responsibility**

It is the responsibility of the bidder to have the bid submitted on or before the deadline stated in this packet on the proper forms. It is also the responsibility of the bidder to ensure that the prices they submit are firm and not subject to contingency or increases. If a bidder's prices are subject to increases, penalties, surcharges, or any additional costs or fees it must be stated on the *additional charges/conditions* section on each bid form. Any increase or decrease in a price is subject to affect the awarding of a contract. If a bidder fails to honor a stated price as submitted in the bid form or contract, Christian County Commission reserves the right to obtain the same product or service from the next lowest bidder who submitted a bid price for the same product or service. The original bidder shall then be responsible for the difference in price. It is the responsibility of the bidder to examine and review projects and specifications. All bidders are responsible to verify the quality, availability, and schedule of any products that they may need for this bid.

### **Bid Evaluation**

The bid will be evaluated on the overall lowest and best price of the Market Basket items provided.

**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:

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

[khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 1)	X
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	X
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 15, Section 37)	X
I am including one (1) unbound original and four (4) copies of my bid for a total of five (5). I understand that I must include The Price Sheet found in <b>Exhibit A &amp; Exhibit B</b> , and all pages thereafter.	X
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	X
I am indicating on the envelope the good/service that I am bidding on.	X
Cooperative Procurement – Agreement By checking the box, the offeror agrees to provide contract services to other public entities in Missouri at the same terms, conditions, and pricing. <input checked="" type="checkbox"/> Confirm (Optional: Check if applicable)	



## WeCare Individually Wrapped Disposable Face Mask, 3-Ply, Adult, Gray, 50/Box (WMN100016)

Item #: 901-24485940 Model #: HS-700A-BANDANA Brand: No Brand

Line item # 10



### Description

WeCare's 3-ply face mask is as comfortable as a face mask gets. The mask is individually wrapped and sealed, so you can carry it around in your bag, purse, or even pocket while maintaining hygiene and cleanliness. This mask is designed to be pain-free and comfortable. The innermost layer is super soft and gentle on the skin, and the outer leak-proof layer covers the high-density filter. It offers full coverage of the nose and mouth and is comfortable for extended wear, including air travel.

- **Face masks are not returnable or refundable**
- Designed for nonmedical use, this disposable 3-ply face mask is perfect for dispensers, offices, schools, and reception areas
- Features three layers: innermost layer is super-soft and gentle on the skin, and the outer leak-proof layer covers the high-density filter; this paper mask is latex-free
- Glass-free filter is effective at filtering many types of particles
- Offers full coverage of the nose and mouth and comes in gray
- 50 individually sealed masks per box
- Dimensions: 6.9" x 3.75"
- Adjustable wire runs along the top to serve as an adjustable nose clip
- Light and breathable mask is painless and soft on the skin
- Comfortable for extended wear, including air travel
- Each mask in this box is individually sealed, so it is perfect to throw in your purse, backpack, gym bag, or even stash in your pocket
- They are not suitable for use in a surgical setting or where there would be significant exposure to liquid bodily or other hazardous fluids, use in a clinical setting, or use in the presence of a high-intensity heat source or flammable gas



## Wasp® WLR8950 Handheld Barcode Scanner

Item #: 901-IM1PJ7158IN Model #: 633808121662 Brand: Wasp

Line item 51



### Description

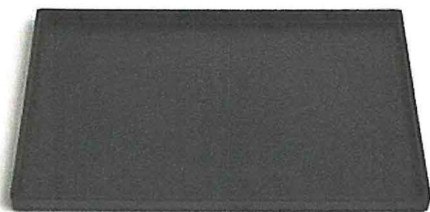
Wasp Hand-Held barcode Scanner - For Smooth Transactions Use the Wasp hand-held barcode scanner to ensure inventory accuracy at your place of business, whether it's a hospital cafeteria, department store, or an industrial warehouse. This barcode scanner's incredible efficiency and range will lower labor costs during inventory day without weighing down your employees.



## TRU RED™ Slim Stackable Plastic Tray, Black (TR55264)

Item #: 901-24380374 Model #: TR55264 Brand: TRU RED

Line item 98



### Description

Gather notepads, supplies, and other work materials in one central location with this TRU RED™ slim black tray. Create a customized desk setup that inspires your best work with this tray. The slim shape takes up minimal real estate in your workspace, and the stacking design lets you build your own personal storage system. With a neutral hue and simple silhouette, this TRU RED™ slim black tray brings a modern look to your office or cubicle.

- Stackable tray helps keep your desk organized
- Made using a more durable plastic, this teal matte finish letter holder can be used stand alone or mixed and matched with other pieces
- Create a custom tiered desk organizer when stacked with other TRU RED™ desk accessories
- Measures 9.88"L x 6.85"W x 0.47"H



## Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

May 3, 2022

LCS Kleen-Aire  
3210 S. Scenic Avenue  
Springfield, Missouri 6507  
Attn: Tyler McGauley  
417-883-5220  
[tyler@lcskleenaire.com](mailto:tyler@lcskleenaire.com)

The Christian County Commission voted in session today to award RFP #2022-6 Air Duct Cleaning Services to LCS Kleen-Aire.

Your point of contact will be Building Maintenance Manager, Richard Teague. Mr. Teague can be reached at 417-839-3186 or email to [maintenance@christiancountymo.gov](mailto:maintenance@christiancountymo.gov).

Should you have any questions regarding the contract, please contact Purchasing Agent Kim Hopkins-Will, at [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov) or call 417-582-4309.

We thank you for participating in the bidding process and we look forward to working with you.

Sincerely,

Absent

Hosea Bilyeu  
Western Commissioner

Ralph Phillips 5/3/22

Ralph Phillips  
Presiding Commissioner

Lynn Morris

Lynn Morris  
Eastern Commissioner



**LCS**  
**Kleen-Aire**



3210 South Scenic Avenue . Springfield Missouri . 65807

www.lcskleenaire.com

417.883.5220 / 888.239.5220

Date: 13 April 2022

Proposal to: Kim Hopkins-Will NIGP-CPP, CPPO, CPPB – Purchasing Agent  
Christian County  
202 W. Elm Street  
Ozark, MO 65721  
Office: 417-582-4309  
Email: khopkins@christiancountymmo.gov

RE: RFP #2022-6 Air Duct Cleaning Services- Bid Form.

Scope of work:

- A. Prepare work area(s) and follow OSHA Lock Out/Tag Out procedures on individual Air Handling Units (AHU's) & Rooftop Units (RTU's)
- B. Clean AHU's & RTU's including blower fans + evaporator coils on AHU's + condenser coils on RTU's
- C. ViperWhip adjoining ductwork with as much adherence to the NADCA ACR 2021 Standard as possible.
- D. Clean-up and dispose of all job-related debris.
- E. Recharge all units and check operation.

Customer's Responsibilities: To provide a clear and safe work environment. Access to all areas where the cleaning process will take place. LCS will require a water source with proper drainage for parts and equipment cleaning and multiple 110V/120V outlets for the operation of cleaning equipment.

Anticipated Investment: \$ 67,031.55

Scheduling: *Calculations are based on work being performed during daytime weekday hours.*

Tyler McGauley

A handwritten signature in black ink, appearing to read 'Tyler McGauley', written over a horizontal line.

President

**Confidential property of LCS Kleen-Aire, Inc. NOT for duplication**



The HVAC Inspection, Maintenance  
and Restoration Association



## **Christian County Commission**

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

# **COMPETITIVE REQUEST FOR PROPOSAL #2022-6**

## **AIR DUCT CLEANING SERVICES**

**March 2022  
Christian County Missouri**

## **I. REQUEST FOR PROPOSAL**

### **A. INTRODUCTION**

Christian County Commission of Ozark, Missouri is seeking a well-qualified HVAC/Duct System firm to submit a proposal for the work described herein.

Questions should be directed to:

**Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent**  
**Christian County Government**  
**Employee Services Building**  
**202 W. Elm Street**  
**Ozark, MO 65721**  
**(417) 582-4309**  
**[khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)**

**The email address listed above 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.**

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is in Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

### **B. RFP REGISTRATION**

Christian County requests that firms interested in participating in this RFP contact the Purchasing Agent and register as a bidder. Christian County will notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

### **C. SUPPLEMENTAL PROCUREMENT DOCUMENTS**

Procurement Documents for RFP #2022-6, complete with detailed specifications, drawings and bid form, can be viewed and downloaded by navigating to the following website:

**[ChristianCountybiddingproposal](#)**

## **F. PROPOSAL OPENING**

All proposals must be in the hands of the Purchasing Department of Christian County, per one of the approved submittal methods in RFP Section I-G (Proposal Submittal Methods), by the Proposal Opening date and time, which is:

**RETURN BID NO LATER THAN: April 4, 2022, at 8:45 a.m. CST**  
**BID OPENING DATE AND TIME: April 4, 2022, at 9:00 a.m. CST**

Proposals will be opened publicly, shortly 9:00 a.m. on Wednesday, April 4, 2022. Only the names of the offerors will be read aloud at the proposal opening. Evaluations of proposal(s) will be made available upon award of contract.

**RETURN BID TO:** Christian County Employee Services  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721  
Attn: Purchasing Agent

**NOTE: Please provide (4) four copies and one unbound original for a total of five (5) documents 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 Proposer 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. 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.

## **G. PROPOSAL SUBMITTAL METHODS**

### **Mail/ Express Mail/ Hand Deliver:**

All proposals must be received by Christian County Purchasing Department by the opening date and time stated in this document or its addenda, if applicable. Please return this entire document with your bid submission. Proposals submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside.

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.

**Collusion:**

By submitting a proposal in response to this request for proposal, 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.

**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.

**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.

**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.

**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.

## **II. RFP REQUIREMENTS**

### **A. REQUEST FOR INTERPETATION, CLARIFICATION, AND ADDITIONAL INFORMATION.**

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto or is seeking clarification or requesting additional data/information, may submit a written request directed to the Purchasing Agent as specified on page three of the RFP.

Any such interpretation, clarification, or recognition of additional data/information will be made by written addendum. Christian County will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the RFP response and will become a part of the Contract Documents.

All requests for interpretations must be received by the Purchasing Agent no later than five (5) calendar days prior to the proposal opening date provided in RFP Section I-F (Proposal Opening).

### **B. SIGNATURE ON PROPOSALS**

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporations to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

### **C. EVALUATION AND SELECTION PROCESS**

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, and a Best and Final offer (BAFO)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

Each Proposers must comply with the requirements contained in the RFP.

Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).

If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed below, the County may reject that proposal.

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.

**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?

**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.

**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.

**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

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

**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.

**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.

**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

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.

#### **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. 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.

#### **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.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

**Please note that you must comply with the most recent Annual Wage Order.**

Copies of the AWO are available at the following website:

[https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO28/28\\_WO022.pdf](https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO28/28_WO022.pdf)

The Contractor shall be required to complete an affidavit (see EXHIBIT B) stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website: [https://labor.mo.gov/sites/labor/files/pubs\\_forms/PW-4-AI.pdf](https://labor.mo.gov/sites/labor/files/pubs_forms/PW-4-AI.pdf)

## **REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US)**

### **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.**

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. 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:

- 1: That 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 Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A copy of the affidavit is attached to this RFP.

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

## **I. NON-DISCRIMINATION ASSURANCE**

With regard to work under this Agreement, the Contractor agrees as follows:

- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit

**RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.**

**All contracts MUST be approved by the county commission.**

*Change Order – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.*

*BAFO – the Best and Final offer of the Contractor that is in response to the Request or BAFO.*

*Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.*

**END OF SECTION**


- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

BIDDERS NAME: LCS Klein-Aire Inc.

**CONTRACTOR REFERENCE INFORMATION**

List three (3) business references with similar scope and size of this project:

1<sup>st</sup>

Company Name: Mercy Representative Name: Lewis Smith  
1235 E Cherokee St Springfield MO 65804  
Address City State Zip  
417-820-2151 

Business Phone Business Fax Cellular Phone  
lewis-smith@mercy.net  
email address if available

2<sup>nd</sup>

Company Name: Kraft-Heinz Representative Name: Viktor Gladina  
1951 E Madison Springfield MO 65804  
Address City State Zip  
417-881-2101

Business Phone Business Fax Cellular Phone  
viktor.gladina@kraftheinz.com  
email address if available

3<sup>rd</sup>

Company Name: City of Springfield Representative Name: Gail Fargow  
1010 W Chestnut St Springfield MO 65804  
Address City State Zip  
417-864-1952

Business Phone Business Fax Cellular Phone  
gfargow@springfieldmo.gov  
email address if available

#### IV. BID FORM

The bidder proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, bonds, insurance, and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below. **COST**

1. Provide **one lump sum** for the Air Duct Cleaning Services for the following locations:

Historic County Courthouse – 100 W. Church Street, Ozark, Missouri  
Employee Services Building – 202 W. Elm Street, Ozark, Missouri  
Christian County Jail – 110 W. Elm Street, Ozark, Missouri  
Common 1 – Building in Sparta, Missouri  
Common 2 – Building in Nixa, Missouri  
Planning & Development – 1106 W. Jackson Street, Ozark, Missouri

LUMP SUM PRICE FOR ALL BUILDINGS: \$ 67,031.55

\*\*\*\*\*

2. Provide **individual pricing** for the Air Duct Cleaning Services for the following locations:

Historic County Courthouse – 100 W. Church Street, Ozark, Missouri

COST PER BUILDING: \$ 19,300.20

Employee Services Building – 202 W. Elm Street, Ozark, Missouri

COST PER BUILDING: \$ 2,820.85

Christian County Jail – 110 W. Elm Street, Ozark, Missouri

Justice Center

COST PER BUILDING: \$ 33,240.00

Common 1 – Building in Sparta, Missouri

COST PER BUILDING: \$ 975.00

Common 2 – Building in Nixa, Missouri

COST PER BUILDING: \$ 850.00

Planning & Development – 1106 W. Jackson Street, Ozark, Missouri

COST PER BUILDING: \$ 8,946.00

Although the county anticipates only one contract award, the county reserves the right to award multiple contracts or whatever is in the best interest of the county.

**A. PREVAILING WAGE:**

Whoever is awarded this contract will be submitting wage sheets, with each invoice, showing that prevailing wage has been met for all personnel on the job.

## **B. QUESTIONS/REQUESTS FOR SUBMITTAL**

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:
  - Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this this RFP.
  - Provide the project manager name, contact information and provide a copy of his resume.
  - Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP.
  - Provide any certifications you may have for Air System Cleaning like ACR (the NADCA Standard) or equal to national standard.
  - General company information (years in business, name changes, etc.)
  - Information on applicable prior projects completed for Christian County Commission.
  - Provide methods, procedures related to HVAC air-distribution system cleaning including, but not limited to, review of the cleaning strategies, materials to be used and procedures plan.
  - Equipment and material storage requirements.
  - Exhaust equipment setup location.
  - Provide timeline for completion of project(s).
2. Safety and Loss Control
  - a. List your organization's Interstate Experience Modification Rate (EMR) for the past three years. Use your intrastate EMR if not interstate rated.  
  
Attach a signed and dated letter from your workers' compensation insurance carrier verifying your EMR.
- A. Listing of equipment:
  - a. Type of equipment to be used for work under this contract.
- B. Arbitration/Litigation: List all projects undertaken in the last 3 years which have resulted in partial or final settlement of the contract y arbitration or litigation. Provide for each project:
  - a. Name of client and project
  - b. Original contract amount.
  - c. Total claims arbitrate or litigated

- d. Amount of settlement of claims.

### **SUBCONTRACTORS**

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier.

List items to be subcontracted with proposed subcontractor (if applicable):

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### **ADDENDA**

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued. You may contact the Purchasing Agent or review the county website at:

<https://www.christiancountymo.gov/bidding-opportunities/>

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- Provide a timeline to complete each job.
- Provide the Safety Data Sheet on any chemicals to be used on the job.
- Prevailing wage is required for this job.
- A performance and payment bond is required for this job.
- Prevailing wage rates hourly normal and weekend rates. – including hours, it will take
- Clean all air-distribution devices, registers, grilles, and diffusers
- Clean visible surface contamination deposits according to NADCA ACR 2006 and the following:
  - Clean air-handling units, airstream surfaces, components, condensate collectors, and drains.
  - Ensure that a suitable operative drainage system is in place prior to beginning washdown procedures.
  - Clean evaporator coils, reheat coils, and other airstream components
  - Create service openings in the HVAC system as necessary to accommodate cleaning.
  - Mechanically clean duct systems specified to remove all visible contaminants so that the systems are capable of passing Cleanliness standards.
  - Debris removed from the HVAC system shall be disposed of according to applicable Federal, state, and local requirements.
- Explain the method to review the cleanliness standards after the job has been completed.

**Due to the unique challenges of the courthouse's security and access, it will be imperative for the awarded bidder to work around the courtroom hours. The county and the awarded vendor will come to a mutual agreement on the hours for the service.**



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner  
  
Lynn Morris  
Eastern Commissioner  
  
Hosea Bilyeu  
Western Commissioner

## ADDENDUM NUMBER 01

### REQUEST FOR PROPOSAL #2022-6

### AIR DUCT CLEANING SERVICES

**CONTACT:** Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB  
Purchasing Agent  
**ADDRESS:** Christian County Government  
100 W. Church St., Room 100  
Ozark, MO 65721  
Attn: Purchasing Department  
**PHONE:** (417) 582-4309  
**EMAIL:** [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

**TO PROSPECTIVE BIDDERS:** The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

Please note that the return bid and opening date has been changed to:

**REVISED RETURN BID NO LATER THAN: Wednesday, April 13, 2022, at 8:45 a.m. CST**  
**REVISED BID OPENING DATE AND TME: Wednesday, April 13, 2022, at 9:00 a.m. CST**

Federal funds from the American Rescue Plan Act are being used for this project. It will be necessary for the awarded vendor to follow all the applicable rules of this federal funding. All prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

Christian County is requesting a 10% Disadvantage Business Enterprise (DBE) goal.

Note: If you are unable to provide this goal it will be necessary for you to explain what good faith effort(s) you did to achieve it or not.

Vendor must be registered with System for Award Management (SAM) at Sam.gov.

No contract shall be awarded to a contractor included on the federally debarred bidder's list.

Below is the link to the Missouri Office and Equal Opportunity Minority & Women Owned Business:

<https://apps1.mo.gov/MWBCertifiedFirms/>

If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises.

A Non-Disclosure Agreement will be signed by the awarded vendor before the contract begins.



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

## ADDENDUM NUMBER 02

### REQUEST FOR PROPOSAL #2022-6

### AIR DUCT CLEANING SERVICES

**CONTACT:** Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB  
Purchasing Agent  
**ADDRESS:** Christian County Government  
100 W. Church St., Room 100  
Ozark, MO 65721  
Attn: Purchasing Department  
**PHONE:** (417) 582-4309  
**EMAIL:** [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

**TO PROSPECTIVE BIDDERS:** The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document. The following people attended the meeting: Edward Hernandez, I.A.T.; Doug Yoast and Marshall Price, Enviro-Air; Teufik Hodzic, Clean Air Enviro Services; Steve Childers and Tyler McGanley, LSC Kleen-Aire; Peter Coss, Coss Carpet & Air Duct Cleaning; Elliot Thompson and Zach Farran, Snyder Environmental; Kim Hopkins-Will, CC Purchasing; Jason Applegate, CCSO; Richard Teague, CC Building Maintenance; Barb Stillings, CC Circuit Clerk.

**The following are questions submitted by prospective bidders and the official response from Christian County.**

**Question 1:** I just took an informative phone call with MO DOL talking with a specialist. I wanted to make sure IAT would be in compliance with what is to be paid to employees, since every state is different. I was told that Duct Cleaning falls under the Laborer wage rates and the person that is making access falls under Sheet Metal Worker. The problem with MO is that Sheet Metal Workers wage is much less than Laborers (about \$20) and this will allow companies to pay the cheaper rate making it an unfair advantage. We ask that the wages be clarified stating the bulk of the wages be classified as Laborer (duct cleaner), since that is the higher wage, and Sheet Metal wage be the lesser wage reported on certified payroll. According to the specialist the bulk of this project would fall under Laborer, but Sheet Metal would also be some of the work; such as altering registers, cutting and patching ductwork. I bring this to your attention to allow everyone to be on the same playing field to provide the county with the best company to complete this work.

**Answer 1:** See the links below to the Department of Labor:  
[Missouri Labor \(mo.gov\)](https://www.mo.gov/labor)  
[Prevailing Wage for Contractors | Missouri Labor \(mo.gov\)](https://www.mo.gov/labor)  
[Missouri Secretary of State: Code of State Regulations \(mo.gov\)](https://www.mo.gov/labor)

**Question 2:** Can we work on a holiday?

**Answer 2:** We will accommodate you, if we can, for holiday work. Our next holiday is Truman Day, observed on Monday, May 9, 2022.

**Question 3:** Background checks will be completed for all employees before the awarded vendor begins

**Answer 3:** Christian County will request specific information of your employees and we will run the background checks.

**Question 4:** Do you want us to replace the filters?

**Answer 4:** Yes, Christian County will have the filters for you to replace.

**Question 5:** Is there any microbial issues in any of the buildings?

**Answer 5:** There are no microbial issues to our knowledge.

**Question 6:** If we needed to work more than a 8hr shift will this be possible?

**Answer 6:** Yes, as long as you are not violating in state/federal laws. We will accommodate you best we can.

**Question 7:** During the site visit it was noticed most of this ductwork is internally lined; per standards this cannot be sanitized and if it was to be it could create microbial issues down the road. Will you require the liner be sealed with an antimicrobial coating? (Lined duct work cannot get wet.)

**Answer 7:** No, we will not require the anti-microbial spray

**Question 8:** Also, since the ductwork is internally lined it should be cleaned in a manner that it does not create abrasions, breaks or tears to the fibrous glass liner (Section 4.17.1 of the ACR 2021 on page 18). This being said I don't recommend using high pressure air to clean as this could damage liner and lead to fibers entering the air stream. If contact brushing and vacuum is not used will you require contractor that use compressed air to encapsulate the ductwork? This can be verified by NADCA.

**Answer 8:** Use normal standard practice.

**Question 9:** If the contractor wanted to work nights, with no cost for shift differential to Christian County, will this be allowed?

**Answer 9:** Use normal standard practice. Working nights can be accommodated in some areas but not others such as the jail we cannot interrupt inmates sleeping schedules this question will have to be answered on an area by area bases

**Question 10:** Please confirm that cutting and patching to SMACNA standards is allowed for access into ductwork? (premanufactured sheet metal attached with screws and sealed with Mastic)

**Answer 10:** Yes, cutting and patching is accepted.

**Question 11:** Can you provide how many units are for each building?

**Answer 11:** See below:

1. Historic County Courthouse – 100 W. Church Street, Ozark, Missouri
  - 11 split units and 4 package units
2. Employee Services Building – 202 W. Elm Street, Ozark, Missouri
  - 3 split units

3. Christian County Jail – 110 W. Elm Street, Ozark, Missouri
  - 5 package units

Justice Center – Same Building as above

  - 1 – 110 ton unit.
4. Common 1 Building – 4700 State Highway 14E, Sparta, Missouri 65753  
(next to Sparta High School)
  - 1 unit
5. Common 2 Building – 1271 Westside Blvd, Nixa, Missouri 65714
  - 1 unit
6. Planning & Development (Resource Building) – 1106 W. Jackson Street, Ozark, Missouri
  - 7 rooftop package units

Please note that this RFP is funded by federal monies that were pre-allocated for this project.

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

No more questions will be taken at this time.

**All else remains the same.**

\*\*\*\*\*

ACKNOWLEDGMENT: Acknowledge this Addendum 02 by signing below and returning it with your bid.

Company Name: LCS Klean-Air Inc.

c/o: \_\_\_\_\_

(Name of Agent or Sales Rep)

Title: President

Signature: [Signature]

Date: 1-13-22

**END OF DOCUMENT**

## EXHIBIT F

### BUY AMERICA CERTIFICATION

**Instructions:**

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it **WILL MEET** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature [Signature]

Company Name LCS KLEIN A.H. Inc.

Title President

Date 4-13-22

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it **CANNOT COMPLY** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).**

## EXHIBIT G

### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
Appendix A - 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, LCS Klam-Aire Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

4-13-22

Tyler McEauley President

## EXHIBIT H

### Christian County of Ozark, MO

#### Bidders List Questionnaire

Below is a bidders list, consisting of information about all Disadvantaged Business Enterprise (DBWE) firms and non-DBE firms (contractors, subcontractors, suppliers, et.) that bid or quote on Federally assisted contracts. Christian County is requesting that you complete the questionnaire below regarding your firm.

**Please complete and return the information below with your proposal.**

Bidder – Company Name: LCS Klein-Arre Inc.

Submission Date: 4-13-22

Address: 3210 S. Scenic Ave State: MO Zip: 65807

DBE Status: Certified DBE \_\_\_\_\_ Non-DBE X

Firm's Age Under Current Name: 44 years

Do you use Disadvantaged Business Enterprise (DBE) firms to obtain supplies that are sold to Christian County? Yes or No

Company's Annual Gross Receipts (check one)

Less than \$500,000: \_\_\_\_\_

\$500,000 to \$1 Million: \_\_\_\_\_

\$1 Million to \$2 Million: \_\_\_\_\_

\$2 Million to \$5 Million: X

\$5 Million to \$10 Million: \_\_\_\_\_

More than \$10 Million: \_\_\_\_\_

Signature: [Signature]

Title of Position: President

This document certifies that

***LCS Kleen-Aire, Inc.  
Springfield, MO USA***

Is a Regular Member in good standing for the year

***07/01/2021 – 06/30/2022***

***Member Since – 2/20/1991***



The HVAC Inspection, Cleaning  
and Restoration Association

And has agreed to conduct its air duct cleaning business in accordance with the following mandatory Code of Ethics:

1. We will serve our customers with integrity and competence.
2. We will perform our work using source removal methods, in accordance with ACR, the NADCA Standard (current version).
3. We will be honest and forthright in our advertising and marketing.
4. We will provide our clients with accurate inspections and evaluations of the cleanliness and physical condition of their HVAC systems, using this information to determine the type of cleaning and maintenance services required, if any.
5. We will provide only necessary and desired services to our clients, and will not use furnace/air duct cleaning as a means of selling unnecessary or unwanted products or services.
6. We will provide services only after completing the necessary bonding and licensing procedures.
7. We will stay abreast of new developments in technology, tools of the trade, building codes, the Uniform Mechanical Code, and any other codes or information that directly affect our work.
8. We will require that all employees of our firm practice furnace/air duct cleaning in accordance with NADCA guidelines and the NADCA Code of Ethics.
9. We will perform our services in accordance with the current published standards of the association.

The NADCA Ethics Committee shall hear and investigate charges of unethical or illegal conduct between concerned parties, and will make recommendations to the Board of Directors concerning the resolution of those charges.

NADCA President

NADCA Chief Staff Executive

**NADCA**

1120 Route 73 • Suite 200 • Mt. Laurel, NJ 08054



Thank you!!!

# EXHIBIT A SAMPLE

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of Month, Date, 2022, by and between the County of Christian, ("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:** Christian 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 Month, Date, 2022 ("Commencement Date") and shall continue until Month, Date, 2022 with the option to renew for two additional one-year periods OR through the completion of the project.
- D. **Party Representatives:**
  - D.1. The County designates the following person to act on County's behalf: \_\_\_\_\_  
The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed 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 Paragraph D.1 of the 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 Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian 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 the 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 (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Register 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 Christian from its own negligence.
- 2.10. 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 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:

- 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
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- 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.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymmo.org/purchasing/index.php>. Additionally, 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 venturer, 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 Christian 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.
- 3.18. 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: Christian County  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721

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 CHRISTIAN 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 CHRISTIAN**

**CONTRACTOR**

By: \_\_\_\_\_  
Elected Official/Department Head

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
Purchasing Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Ralph Phillips, Presiding Commissioner

By: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn Morris, Eastern Commissioner

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Hosea Bilyeu, Western Commissioner

AUDITOR CERTIFICATION

ATTEST BY: \_\_\_\_\_  
Kay Brown, Christian County Clerk

I certify that the expenditure contemplated by this document is within the purpose of the 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.

*Approved as to form:*

By: \_\_\_\_\_  
John W. Housley, Christian County Counselor

\_\_\_\_\_  
Amy Dent, Christian County Auditor

\_\_\_\_\_  
Date

# EXHIBIT B



## DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

### AFFIDAVIT

### COMPLIANCE WITH THE PREVAILING WAGE LAW

I, Tyler McGowan, upon being duly sworn upon my oath state that: (1) I am the  
President of LS Klein-Air Inc.; (2) all requirements of  
(Name) (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 RFP #2022 Air Airt Cleaning SVCS;  
(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  
Christian County, Missouri, and completed on the 14th day of April, 2022.

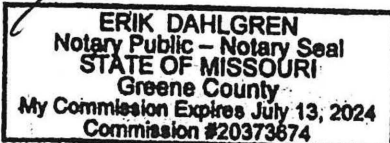
The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that  
the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340,  
570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this 12th day of April, 2022.

My commission expires 07, 13, 2024.

Notary Public



Receipt by Authorized Public Representative

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

# EXHIBIT C

## CHRISTIAN COUNTY MISSOURI

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 MO )  
COUNTY OF Greene ) ss.

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

Greene,  
State of Missouri, personally appeared Tyler McQuay (Name)  
who is President (Title) of LC3 Klean-Air Inc.  
(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.

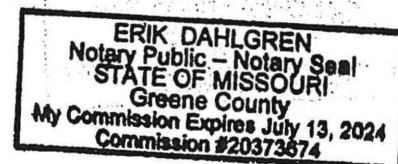
Signature

Name: Tyler McQuay

Subscribed and sworn to before me this 12<sup>th</sup> day of April 2022.

Notary Public

My commission expires: 07/13/2024



# EXHIBIT D

## CHRISTIAN COUNTY MISSOURI

### AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ. FOR CONTRACTS OVER \$100,000.00

STATE OF MO )

COUNTY OF Christian )ss.

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

State of Missouri, personally appeared Tyler McManis (Name) who is  
President (Title) of LL3 Klen-Air Inc. (Name of company)

(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not, for the duration of the contract with City Utilities of Springfield, Missouri, engage in a "Boycott of the State of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section 34.600.3 RSMo.

Signature

Name: Tyler McManis

Subscribed and sworn to before me this 12<sup>th</sup> day of April, 2022.

Notary Public

My commission expires:

July 13, 2024

ERIK DAHLGREN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires July 13, 2024  
Commission #20373674



## Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner  
  
Lynn Morris  
Eastern Commissioner  
  
Hosea Bilyeu  
Western Commissioner

# **COMPETITIVE REQUEST FOR PROPOSAL #2022-6**

## **AIR DUCT CLEANING SERVICES**

**March 2022  
Christian County Missouri**

I.	REQUEST FOR PROPOSAL.....	Page 3
II.	RFP REQUIREMENTS.....	Page 9
III.	INSURANCE REQUIREMENTS.....	Page 20
IV.	BID FORM.....	Page 25
V.	BID SPECIFICATIONS.....	Page 28
VI.	EXHIBITS:	

A. AGREEMENT (SAMPLE)

B. MO AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE

C. E-VERIFY AFFIDAVIT OF COMPLIANCE

D. ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

## I. REQUEST FOR PROPOSAL

### A. INTRODUCTION

Christian County Commission of Ozark, Missouri is seeking a well-qualified HVAC/Duct System firm to submit a proposal for the work described herein.

Questions should be directed to:

**Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent**  
**Christian County Government**  
**Employee Services Building**  
**202 W. Elm Street**  
**Ozark, MO 65721**  
**(417) 582-4309**  
**[khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)**

**The email address listed above 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.**

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is in Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

### B. RFP REGISTRATION

Christian County requests that firms interested in participating in this RFP contact the Purchasing Agent and register as a bidder. Christian County will notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

### C. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for RFP #2022-6, complete with detailed specifications, drawings and bid form, can be viewed and downloaded by navigating to the following website:

[ChristianCountybiddingproposal](https://christiancountymobiddingproposal.com)

Or go to

[www.christiancountymo.gov](http://www.christiancountymo.gov) and follow these links:

- Commission (top of page)
- Bidding/Proposals Opportunities

You will have access to open, print, and/or save pdf file(s).

#### **D. SUMMARY SCOPE OF WORK**

##### **Purpose**

Christian County is requesting proposals from qualified HVAC/Duct System vendors who specialize in commercial HVAC duct system cleaning services, to furnish professional services, equipment, labor, and materials necessary to provide HVAC duct system cleaning at the properties listed below. This is considered an eligible preventative measure in congregate settings.

##### **Locations:**

Christian County, Missouri (herein after known as the County) is seeking sealed bid proposals for HVAC/Air Duct Cleaning services for the following County buildings:

1. Historic County Courthouse – 100 W. Church Street, Ozark, Missouri
2. Employee Services Building – 202 W. Elm Street, Ozark, Missouri
3. Christian County Jail – 110 W. Elm Street, Ozark, Missouri
4. Common 1 – Building in Sparta, Missouri
5. Common 2 – Building in Nixa, Missouri
6. Planning & Development – 1106 W. Jackson Street, Ozark, Missouri

#### **E. PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference will be held at:

**8:30 a.m. (CST) on Thursday, March 31, 2022, at:**

**Christian County Employee Services  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721**

A site tour of each proposed building will be made available after the pre-proposal conference. **Vendors are required to attend the mandatory pre-proposal conference. This visit will familiarize prospective bidders to the building and all the environmental conditions that may affect the work involved. Blueprints may not leave the building due to security reasons.**

## **F. PROPOSAL OPENING**

All proposals must be in the hands of the Purchasing Department of Christian County, per one of the approved submittal methods in RFP Section I-G (Proposal Submittal Methods), by the Proposal Opening date and time, which is:

**RETURN BID NO LATER THAN: April 4, 2022, at 8:45 a.m. CST**  
**BID OPENING DATE AND TIME: April 4, 2022, at 9:00 a.m. CST**

Proposals will be opened publicly, shortly 9:00 a.m. on Wednesday, April 4, 2022. Only the names of the offerors will be read aloud at the proposal opening. Evaluations of proposal(s) will be made available upon award of contract.

**RETURN BID TO:** Christian County Employee Services  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721  
Attn: Purchasing Agent

**NOTE: Please provide (4) four copies and one unbound original for a total of five (5) documents 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 Proposer 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. 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.

## **G. PROPOSAL SUBMITTAL METHODS**

### **Mail/ Express Mail/ Hand Deliver:**

All proposals must be received by Christian County Purchasing Department by the opening date and time stated in this document or its addenda, if applicable. Please return this entire document with your bid submission. Proposals submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside.

**Mark your sealed envelope as:**

**“RFP #2022-6 AIR DUCT CLEANING SERVICES – BID DOCUMENTS – DO NOT OPEN”.**

**Sealed Bids:**

Sealed bids must be received at the Christian County Purchasing Department by the return date and time.

**Fax and email responses are not accepted.**

All bids shall be submitted during regular business hours of the county Commission Monday through Friday from 8:30 AM to 4:30 PM, and that bids submitted during non-regular hours will not be considered as an attempted delivery.

RFP's must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the Purchasing 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 at the time and date specified at the Purchasing Office. Bids which are not received in the Purchasing 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.

**Late Bids:**

Under extraordinary circumstances, the Commission may authorize the opening of a late bid. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. 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”. 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.

**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.

**Communication with County Employees:**

Vendors shall not communicate with any county employee regarding this Request for Proposal 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.

**Collusion:**

By submitting a proposal in response to this request for proposal, 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.

**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.

**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.

**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.

**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.

## **H. SCHEDULE OF EVENTS**

EVENTS	DATE/TIME
RFP Distribution	03/22/22
Preproposal Meeting and Site Tour	03/31/22 @ 8:30 a.m.
Proposal Due Date	04/04/22 @ 8:45 a.m.
Target Date for Review of Proposals	04/07/22
Anticipated decision and recommendation to Commission	4/12/22
Anticipated commencement date of work	4/22/22

## **II. RFP REQUIREMENTS**

### **A. REQUEST FOR INTERPETATION, CLARIFICATION, AND ADDITIONAL INFORMATION.**

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto or is seeking clarification or requesting additional data/information, may submit a written request directed to the Purchasing Agent as specified on page three of the RFP.

Any such interpretation, clarification, or recognition of additional data/information will be made by written addendum. Christian County will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the RFP response and will become a part of the Contract Documents.

All requests for interpretations must be received by the Purchasing Agent no later than five (5) calendar days prior to the proposal opening date provided in RFP Section I-F (Proposal Opening).

### **B. SIGNATURE ON PROPOSALS**

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporations to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

### **C. EVALUATION AND SELECTION PROCESS**

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, and a Best and Final offer (BAFO)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

Each Proposers must comply with the requirements contained in the RFP.

Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).

If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed below, the County may reject that proposal.

## EVALUATION CRITERIA

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

**70% Total Cost**

**30% Adherence to RFP requirements, including responses to questions beginning on page 25**

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals.

## D. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

It is the responsibility of the bidder to have the proposal submitted on or before the deadline stated in this packet on the proper forms.

It is the responsibility of the bidder to examine and review projects and specifications. All bidders are responsible to verify the quality, availability, and schedule of any products that they may need for this proposal.

It is the responsibility of the bidder to provide all the required documents requested in this RFP.

### 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.

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.

#### **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?

#### **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.

#### **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.

#### **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.

**Billing and Payments:**

Invoices will be submitted to **Christian County Commission, 100 W Church St, Room 210, 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.

**Return of Goods:**

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

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**Determination for Award:**

The award shall be made to the lowest priced and most responsive and responsible vendor who conforms to this solicitation, and whose proposal is considered to be the most advantageous to the County, price and other factors considered, which includes the evaluation criteria set forth on page 10 of this RFP.

The County reserves the right, in the best interest of Christian 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.

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.

#### **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. 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.

#### **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.

## **E. PROPRIETARY INFORMATION**

Proprietary Information: Pursuant to Section 610.021.15 R.S. Mo, Christian County may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it , "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri's Sunshine Law (Section 610.021 R.S. Mo., et seq) is a public record and will be disclosed upon request.

## **F. ERRORS IN PROPOSALS**

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder's risk. He is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion.

Any bid can be withdrawn up to **March 15, 2022, at 1:45 p.m.** for any reason without penalties, but any proposal not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

## **G. CONDITIONS AFFECTING THE WORK**

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his responsibility for proper estimation of the difficulty or cost of the work. Christian County assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

## **H. PREVAILING WAGE REQUIREMENT**

When applicable (i.e. when the sum of the bid for the project exceeds \$75,000, and other terms of Prevailing Wage legislation are met), 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 this project.

This contract is subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendment, attached hereto and made a part hereof.

The contractor shall forfeit as a penalty to the public body (Christian County) on whose behalf the contract is made or awarded one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the specified wage rates for any work done under the contract, by the contractor or by any subcontractor under the contractor, and the public body (Christian County) awarding the contract shall cause to be inserted in the contract a stipulation to this effect (R.S.Mo. 290.250).

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

**Please note that you must comply with the most recent Annual Wage Order.**

Copies of the AWO are available at the following website:

[https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO28/28\\_WO022.pdf](https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO28/28_WO022.pdf)

The Contractor shall be required to complete an affidavit (see EXHIBIT B) stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website: [https://labor.mo.gov/sites/labor/files/pubs\\_forms/PW-4-AI.pdf](https://labor.mo.gov/sites/labor/files/pubs_forms/PW-4-AI.pdf)

## **REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US)**

### **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.**

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. 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:

1. That 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 Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A copy of the affidavit is attached to this RFP.

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

## **I. NON-DISCRIMINATION ASSURANCE**

With regard to work under this Agreement, the Contractor agrees as follows:

- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit

form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award, see EXHIBIT D.

- 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.
- 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.

## **J. TRANSIENT EMPLOYER LAW**

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

## **K. PERFORMANCE AND PAYMENT BONDS**

A performance and payment bond will be requested upon award of contract. The bond will be in the full amount of the project.

## **L. CONTRACT DOCUMENTS**

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, Addenda to RFP, RFP, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if Christian County accepts the Response to RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement. **EXCEPTIONS IN THE**

**RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.**

**All contracts MUST be approved by the county commission.**

*Change Order – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.*

*BAFO – the Best and Final offer of the Contractor that is in response to the Request or BAFO.*

*Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.*

**END OF SECTION**

### III. INSURANCE REQUIREMENTS

#### **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.**

#### **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.

#### **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)

**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>Enviro-Air Services</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Eagle Services, Inc</i>
Mailing Address <i>4656 N. Pfeiffer Ct</i>	IRS Form 1099 Mailing Address <i>4656 N. Pfeiffer Ct</i>
City, State, Zip Code <i>Springfield Mo 65803</i>	City, State, Zip Code <i>Springfield Mo 65803</i>

Contact Person <i>Marshall Price</i>	Email Address: <i>marshall@enviro-air.net</i>
Phone Number <i>417-832-9980</i>	Fax Number: <i>417-832-9982</i>
Authorized Signature 	Date <i>April 8, 2022</i>

BIDDERS NAME: Eagle Services Inc. DBA Enviro-Air Services

**CONTRACTOR REFERENCE INFORMATION**

List three (3) business references with similar scope and size of this project:

1<sup>st</sup>

Company Name: CBRE Property Management Representative Name: John Schulte

901 St. Louis St. Springfield Mo 65806

Address City State Zip

864-4544 [REDACTED]

Business Phone Business Fax Cellular Phone

john.schulte@cbre.com

email address if available

2<sup>nd</sup>

Company Name: Schreiber Foods Inc Representative Name: Austin Henderson

1112 W. Fairview Ave Canthage Mo 64836

Address City State Zip

417-359-4746 417-359-4891 [REDACTED]

Business Phone Business Fax Cellular Phone

austin.henderson@schreiberfoods.com

email address if available

3<sup>rd</sup>

Company Name: Christian County Planning & Development Representative Name: Richard Tegge

1106 W. Jackson St Osark Mo 65721

Address City State Zip

581-7242 [REDACTED]

Business Phone Business Fax Cellular Phone

Maintenance@christiancountymo.gov

mail address if available

**Contact Information:**

Please contact the Purchasing Agent, Kim Hopkins-Will, with any questions at 417-582-4309 or [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov) regarding this solicitation.

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](mailto: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

Lynn Morris, Eastern Commissioner

#### IV. BID FORM

The bidder proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, bonds, insurance, and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below. **COST**

1. Provide **one lump sum** for the Air Duct Cleaning Services for the following locations:

Historic County Courthouse – 100 W. Church Street, Ozark, Missouri  
Employee Services Building – 202 W. Elm Street, Ozark, Missouri  
Christian County Jail – 110 W. Elm Street, Ozark, Missouri  
Common 1 – Building in Sparta, Missouri  
Common 2 – Building in Nixa, Missouri  
Planning & Development – 1106 W. Jackson Street, Ozark, Missouri

LUMP SUM PRICE FOR ALL BUILDINGS: \$ 125,643

\*\*\*\*\*

2. Provide **individual pricing** for the Air Duct Cleaning Services for the following locations:

Historic County Courthouse – 100 W. Church Street, Ozark, Missouri

COST PER BUILDING: \$ 12,600

Employee Services Building – 202 W. Elm Street, Ozark, Missouri

COST PER BUILDING: \$ 3,543

Christian County Jail – 110 W. Elm Street, Ozark, Missouri

**& JUSTICE CENTER**

COST PER BUILDING: \$ 98,475

Common 1 – Building in Sparta, Missouri

COST PER BUILDING: \$ 1,575

Common 2 – Building in Nixa, Missouri

COST PER BUILDING: \$ 1,575

Planning & Development – 1106 W. Jackson Street, Ozark, Missouri

COST PER BUILDING: \$ 7,875

Although the county anticipates only one contract award, the county reserves the right to award multiple contracts or whatever is in the best interest of the county.

**A. PREVAILING WAGE:**

Whoever is awarded this contract will be submitting wage sheets, with each invoice, showing that prevailing wage has been met for all personnel on the job.

## **B. QUESTIONS/REQUESTS FOR SUBMITTAL**

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:
  - Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this RFP.
  - Provide the project manager name, contact information and provide a copy of his resume.
  - Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP.
  - Provide any certifications you may have for Air System Cleaning like ACR (the NADCA Standard) or equal to national standard.
  - General company information (years in business, name changes, etc.)
  - Information on applicable prior projects completed for Christian County Commission.
  - Provide methods, procedures related to HVAC air-distribution system cleaning including, but not limited to, review of the cleaning strategies, materials to be used and procedures plan.
  - Equipment and material storage requirements.
  - Exhaust equipment setup location.
  - Provide timeline for completion of project(s).
2. Safety and Loss Control
  - a. List your organization's Interstate Experience Modification Rate (EMR) for the past three years. Use your intrastate EMR if not interstate rated.

Attach a signed and dated letter from your workers' compensation insurance carrier verifying your EMR.
- A. Listing of equipment:
  - a. Type of equipment to be used for work under this contract.
- B. Arbitration/Litigation: List all projects undertaken in the last 3 years which have resulted in partial or final settlement of the contract by arbitration or litigation. Provide for each project:
  - a. Name of client and project
  - b. Original contract amount.
  - c. Total claims arbitrated or litigated

d. Amount of settlement of claims.

### SUBCONTRACTORS

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier.

List items to be subcontracted with proposed subcontractor (if applicable):

SUBCONTRACTORS - N/A - ENVIRO-AIR WILL NOT BE USING SUBCONTRACTORS  
SUPPLIER - ENVIRO-AIR PURCHASES FROM: LOCKE SUPPLY, MEYER MACQUEL,  
D&D SERVICES FOR MAJOR CONSUMABLES WE WOULD USE ON THIS PROJECT

### ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued. You may contact the Purchasing Agent or review the county website at:

<https://www.christiancountymo.gov/bidding-opportunities/>

ADDENDA 1: RECEIVED

ADDENDA 2: RECEIVED

EMAIL REGARDING JUSTICE / JAIL TO BE COMPLETED ON BID SHEET: RECEIVED

## V. BID SPECIFICATIONS

- Vendor must be in business for no less than five years in the commercial and industrial duct cleaning business.
- Provide the names of all employees on the job (to the awarded bidder – before the job begins)
- Provide background checks of all employees before they enter county buildings. Note: Christian County reserves the right to deny anyone entrance into any of the county's buildings for this job.
- Explain in detail how you plan to perform this task, include:
  - Examine HVAC air-distribution equipment, ducts, and system components to determine appropriate methods, tools, and equipment required for performance of the Work.
  - Use the existing service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry and for inspection.
  - Remove visible surface contaminants and deposits from within the HVAC system.
  - The following should be cleaned, but is not limited to:
    - Air devices for supply and return air
    - Air-terminal units
    - Supply-air-ducts, including tuning vanes, to the air handling unit.
    - Return-air ducts to the air-handling unit.
    - Exhaust-air-ducts.
    - Rooftop units and fan housings.
    - Filters and filter housing
    - Collect debris removed during cleaning. Ensure that debris is not dispersed outside the HVAC system during the cleaning process.
    - Rooftop units and fan coil units
    - Interior surfaces of the unit casing
    - Condensate drain pans
    - Fans, fan blades, and fan housings
    - For particulate collection equipment, include adequate filtration to contain debris removed. Locate equipment downwind and away from all air intakes and other points of entry into the building
    - HEPA filtration with 99.97 percent collection efficiency for particles sized 0.3 micrometer or larger shall be used when the particulate collection equipment is exhausting in the building.
    - Control odors and mist vapors during the cleaning and restoration process.
    - Mark the position of manual volume dampers and air-directional mechanical devices inside the system prior to cleaning. Restore them to their marked position on completion of cleaning.
    - System components shall be cleaned so that all HVAC system components are visibly clean.

- Provide a timeline to complete each job.
- Provide the Safety Data Sheet on any chemicals to be used on the job.
- Prevailing wage is required for this job.
- A performance and payment bond is required for this job.
- Prevailing wage rates hourly normal and weekend rates. – including hours, it will take
- Clean all air-distribution devices, registers, grilles, and diffusers
- Clean visible surface contamination deposits according to NADCA ACR 2006 and the following:
- Clean air-handling units, airstream surfaces, components, condensate collectors, and drains.
- Ensure that a suitable operative drainage system is in place prior to beginning washdown procedures.
- Clean evaporator coils, reheat coils, and other airstream components
- Create service openings in the HVAC system as necessary to accommodate cleaning.
- Mechanically clean duct systems specified to remove all visible contaminants so that the systems are capable of passing Cleanliness standards.
- Debris removed from the HVAC system shall be disposed of according to applicable Federal, state, and local requirements.
- Explain the method to review the cleanliness standards after the job has been completed.

**Due to the unique challenges of the courthouse's security and access, it will be imperative for the awarded bidder to work around the courtroom hours. The county and the awarded vendor will come to a mutual agreement on the hours for the service.**

**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:

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

[khopkins@christiancountymmo.gov](mailto:khopkins@christiancountymmo.gov)

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 5)	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 6)	✓
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 22)	✓
OSHA Training Documents (Page 7)	✓
Performance and Payment Bond – due within 10 days after contract award.	✓
E-Verify Affidavit (requested upon award) EXHIBIT C	✓
E-Verify MOU Signature Page (requested upon award)	✓
Anti-Discrimination Against Israel Act Affidavit (requested upon award) EXHIBIT D	✓
I am including one (1) unbound original and four (4) copies of my bid for a total of five (5) documents.	✓
I have filled out the BID FORM (Page 25)	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope “RFP #2022-6 AIR DUCT CLEANING SERVICES – BID DOCUMENTS - DO NOT OPEN”. (Page 6)	✓



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Kalyn Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

## ADDENDUM NUMBER 01

### REQUEST FOR PROPOSAL #2022-6

### AIR DUCT CLEANING SERVICES

**CONTACT:** Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB  
Purchasing Agent

**ADDRESS:** Christian County Government  
100 W. Church St., Room 100  
Ozark, MO 65721

**PHONE:** Attn: Purchasing Department  
(417) 582-4309

**EMAIL:** [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

**TO PROSPECTIVE BIDDERS:** The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

Please note that the **return bid and opening date** has been changed to:

**REVISED RETURN BID NO LATER THAN: Wednesday, April 13, 2022, at 8:45 a.m. CST**

**REVISED BID OPENING DATE AND TIME: Wednesday, April 13, 2022, at 9:00 a.m. CST**

Federal funds from the American Rescue Plan Act are being used for this project. It will be necessary for the awarded vendor to follow all the applicable rules of this federal funding. All prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

Christian County is requesting a 10% Disadvantage Business Enterprise (DBE) goal.

Note: If you are unable to provide this goal it will be necessary for you to explain what good faith effort(s) you did to achieve it or not.

Vendor must be registered with System for Award Management (SAM) at Sam.gov.

No contract shall be awarded to a contractor included on the federally debarred bidder's list.

Below is the link to the Missouri Office and Equal Opportunity Minority & Women Owned Business:

<https://apps1.mo.gov/MWBCertifiedFirms/>

If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises.

A Non-Disclosure Agreement will be signed by the awarded vendor before the contract begins.

SEE EXHIBITS:

Federal Administration Contract Clauses – Exhibit E

**Buy America Certificate – Exhibit F – MUST TURN IN WITH YOUR BID\*\*\***

**Anti-Lobbying Certificate – Exhibit G – MUST TURN IN WITH YOUR BID\*\*\***

**Bidders List Questionnaire – Exhibit H - TURN IN WITH YOUR BID\*\*\***

The following are questions submitted by prospective bidders and the official response from Christian County.

**Question 1:** On page 5 you have Wednesday April 4<sup>th</sup> as the bid due date, but the 4<sup>th</sup> is on Monday? Can this be corrected?

**Answer 1:** Yes, see new due dates below:

**RETURN BID NO LATER THAN: Wednesday, April 13, 2022, at 8:45 a.m. CST.**

**BID OPENING DATE AND TIME: Wednesday, April 13, 2022, at 9:00 a.m. CST.**

**Question 2:** On Page 29 Clean visible surface contamination deposits according to NADCA ACR 2006 and the flowing. This standard is out of date there is a new ACR 2021 Standard can this be updated?

**Answer 2:** Yes, see the following website for the new standards [www.NADCA.com](http://www.NADCA.com).

All else remains the same.

\*\*\*\*\*

\*\*\*\*\***ACKNOWLEDGMENT:** Acknowledge this Addendum 01 by signing below and returning it with your bid.

Company Name: Enviro-Air Services

c/o: MARSHALL PRECC

(Name of Agent or Sales Rep)

Title: DIRECTOR OF OPERATIONS

Signature: [Signature]

Date: 4/11/22

**END OF DOCUMENT**

## EXHIBIT F

### BUY AMERICA CERTIFICATION


*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

#### **Certification requirement for procurement of steel, iron, or manufactured products.**

##### *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it **WILL MEET** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature 

Company Name ENVISO-AIR SERVICES

Title DIRECTOR OF OPERATIONS

Date 4/11/22

---

##### *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it **CANNOT COMPLY** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).**

## EXHIBIT G

### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
Appendix A - 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ENVIRO-AIR SERVICES, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

MARSHALL PRICE, DIRECTOR OF OPERATIONS

Date

4/11/22

## EXHIBIT H

### Christian County of Ozark, MO

#### Bidders List Questionnaire

Below is a bidders list, consisting of information about all Disadvantaged Business Enterprise (DBWE) firms and non-DBE firms (contractors, subcontractors, suppliers, et.) that bid or quote on Federally assisted contracts. Christian County is requesting that you complete the questionnaire below regarding your firm.

**Please complete and return the information below with your proposal.**

Bidder – Company Name: ENVIRONMENTAL SERVICES

Submission Date: 4/13/22

Address: 4656 W. PFEIFFER CT State: MO Zip: 65803

DBE Status: Certified DBE \_\_\_\_\_ Non-DBE X

Firm's Age Under Current Name: 23 years

Do you use Disadvantaged Business Enterprise (DBE) firms to obtain supplies that are sold to Christian County? Yes or No

Company's Annual Gross Receipts (check one)

Less than \$500,000: \_\_\_\_\_

\$500,000 to \$1 Million: X

\$1 Million to \$2 Million: \_\_\_\_\_

\$2 Million to \$5 Million: \_\_\_\_\_

\$5 Million to \$10 Million: \_\_\_\_\_

More than \$10 Million: \_\_\_\_\_

Signature: [Signature]

Title of Position: DIRECTOR OF OPERATIONS



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Kalpi Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

## ADDENDUM NUMBER 02

### REQUEST FOR PROPOSAL #2022-6

### AIR DUCT CLEANING SERVICES

**CONTACT:** Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB  
Purchasing Agent  
**ADDRESS:** Christian County Government  
100 W. Church St., Room 100  
Ozark, MO 65721  
Attn: Purchasing Department  
**PHONE:** (417) 582-4309  
**EMAIL:** [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

**TO PROSPECTIVE BIDDERS:** The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document. The following people attended the meeting: Edward Hernandez, I.A.T.; Doug Yoast and Marshall Price, Enviro-Air; Teufik Hodzic, Clean Air Enviro Services; Steve Childers and Tyler McGanley, LSC Kleen-Aire; Peter Coss, Coss Carpet & Air Duct Cleaning; Elliot Thompson and Zach Farran, Snyder Environmental; Kim Hopkins-Will, CC Purchasing; Jason Applegate, CCSO; Richard Teague, CC Building Maintenance; Barb Stillings, CC Circuit Clerk.

**The following are questions submitted by prospective bidders and the official response from Christian County.**

**Question 1:** I just took an informative phone call with MO DOL talking with a specialist. I wanted to make sure IAT would be in compliance with what is to be paid to employees, since every state is different. I was told that Duct Cleaning falls under the Laborer wage rates and the person that is making access falls under Sheet Metal Worker. The problem with MO is that Sheet Metal Workers wage is much less than Laborers (about \$20) and this will allow companies to pay the cheaper rate making it an unfair advantage. We ask that the wages be clarified stating the bulk of the wages be classified as Laborer (duct cleaner), since that is the higher wage, and Sheet Metal wage be the lesser wage reported on certified payroll. According to the specialist the bulk of this project would fall under Laborer, but Sheet Metal would also be some of the work; such as altering registers, cutting and patching ductwork. I bring this to your attention to allow everyone to be on the same playing field to provide the county with the best company to complete this work.

**Answer 1:** See the links below to the Department of Labor:  
[Missouri Labor \(mo.gov\)](https://www.mo.gov/labor)  
[Prevailing Wage for Contractors | Missouri Labor \(mo.gov\)](https://www.mo.gov/labor/prevailing-wage)  
[Missouri Secretary of State: Code of State Regulations \(mo.gov\)](https://www.mo.gov/labor/regulations)

**Question 2:** Can we work on a holiday?

**Answer 2:** We will accommodate you, if we can, for holiday work. Our next holiday is Truman Day, observed on Monday, May 9, 2022.

**Question 3:** Background checks will be completed for all employees before the awarded vendor begins

**Answer 3:** Christian County will request specific information of your employees and we will run the background checks.

**Question 4:** Do you want us to replace the filters?

**Answer 4:** Yes, Christian County will have the filters for you to replace.

**Question 5:** Is there any microbial issues in any of the buildings?

**Answer 5:** There are no microbial issues to our knowledge.

**Question 6:** If we needed to work more than a 8hr shift will this be possible?

**Answer 6:** Yes, as long as you are not violating in state/federal laws. We will accommodate you best we can.

**Question 7:** During the site visit it was noticed most of this ductwork is internally lined; per standards this cannot be sanitized and if it was to be it could create microbial issues down the road. Will you require the liner be sealed with an antimicrobial coating? (Lined duct work cannot get wet.)

**Answer 7:** No, we will not require the anti-microbial spray

**Question 8:** Also, since the ductwork is internally lined it should be cleaned in a manner that it does not create abrasions, breaks or tears to the fibrous glass liner (Section 4.17.1 of the ACR 2021 on page 18). This being said I don't recommend using high pressure air to clean as this could damage liner and lead to fibers entering the air stream. If contact brushing and vacuum is not used will you require contractor that use compressed air to encapsulate the ductwork? This can be verified by NADCA.

**Answer 8:** Use normal standard practice.

**Question 9:** If the contractor wanted to work nights, with no cost for shift differential to Christian County, will this be allowed?

**Answer 9:** Use normal standard practice. Working nights can be accommodated in some areas but not others such as the jail we cannot interrupt inmates sleeping schedules this question will have to be answered on an area by area bases

**Question 10:** Please confirm that cutting and patching to SMACNA standards is allowed for access into ductwork? (premanufactured sheet metal attached with screws and sealed with Mastic)

**Answer 10:** Yes, cutting and patching is accepted.

**Question 11:** Can you provide how many units are for each building?

**Answer 11:** See below:

1. Historic County Courthouse – 100 W. Church Street, Ozark, Missouri
  - 11 split units and 4 package units
2. Employee Services Building – 202 W. Elm Street, Ozark, Missouri
  - 3 split units

3. Christian County Jail – 110 W. Elm Street, Ozark, Missouri
  - 5 package unitsJustice Center – Same Building as above
  - 1 – 110 ton unit.
4. Common 1 Building – 4700 State Highway 14E, Sparta, Missouri 65753  
(next to Sparta High School)
  - 1 unit
5. Common 2 Building – 1271 Westside Blvd, Nixa, Missouri 65714
  - 1 unit
6. Planning & Development (Resource Building) – 1106 W. Jackson Street, Ozark, Missouri
  - 7 rooftop package units

Please note that this RFP is funded by federal monies that were pre-allocated for this project.

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

No more questions will be taken at this time.

**All else remains the same.**

\*\*\*\*\*

ACKNOWLEDGMENT: Acknowledge this Addendum 02 by signing below and returning it with your bid.

Company Name: ENVISIO - AIR SERVICES

c/o: MARSHALL PRICE

(Name of Agent or Sales Rep)

Title: DIRECTOR OF OPERATIONS

Signature: [Signature]

Date: 4/11/22

**END OF DOCUMENT**



Voted Best of the Ozarks

4656 N. Pfeiffer Court, Springfield, MO 65803 • 417-832-9980 • Fax 417-832-9982 • [www.enviro-air.net](http://www.enviro-air.net)

April 11, 2022

### OSHA TRAINING



Per the bid documents for RFP #2022-6 Air Duct Cleaning Services, Enviro-Air Services does have employees attend an OSHA 10 Course. Upon award and scheduling Enviro-Air will be able to supply OSHA 10 certifications for on-site employees. Until award and schedule we are unable to determine which employees will be assigned to the project. We have included copies of Bruce Michaels and Marshall Price's OSHA 10 cards.

Marshall Price

Enviro-Air Services

Director of Operations



NADCA-CERTIFIED  
HVAC/AIR DUCT CLEANING  
SPECIALTY CLEANING • ODORS • DRYER VENTS



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 28

Section 022

### CHRISTIAN 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

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$21.00
Boilermaker	*\$21.00
Bricklayer	\$50.52
Carpenter	\$46.62
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$21.00
Plasterer	
Communications Technician	*\$21.00
Electrician (Inside Wireman)	\$43.29
Electrician Outside Lineman	*\$21.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$21.00
Glazier	\$38.20
Ironworker	\$62.18
Laborer	\$38.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$53.13
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$21.00
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$21.00
Plumber	*\$21.00
Pipe Fitter	
Roofer	*\$21.00
Sheet Metal Worker	*\$21.00
Sprinkler Fitter	\$60.80
Truck Driver	*\$21.00
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.  
Public works contracting minimum wage is established for this occupational title using data provided by Missouri  
Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for  
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	*\$21.00
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$21.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$42.01
General Laborer	
Skilled Laborer	
Operating Engineer	\$46.74
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$21.00
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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).

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

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

# **PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT**

## **Request for Zoning Change**

**HEARING DATE: May 3, 2022**

**CASE NUMBER: 2022-0068**

**APPLICANT: Excel Investments - Landmark Building  
& Development LLC**

**CURRENT ZONING: O-2 (General Office)**

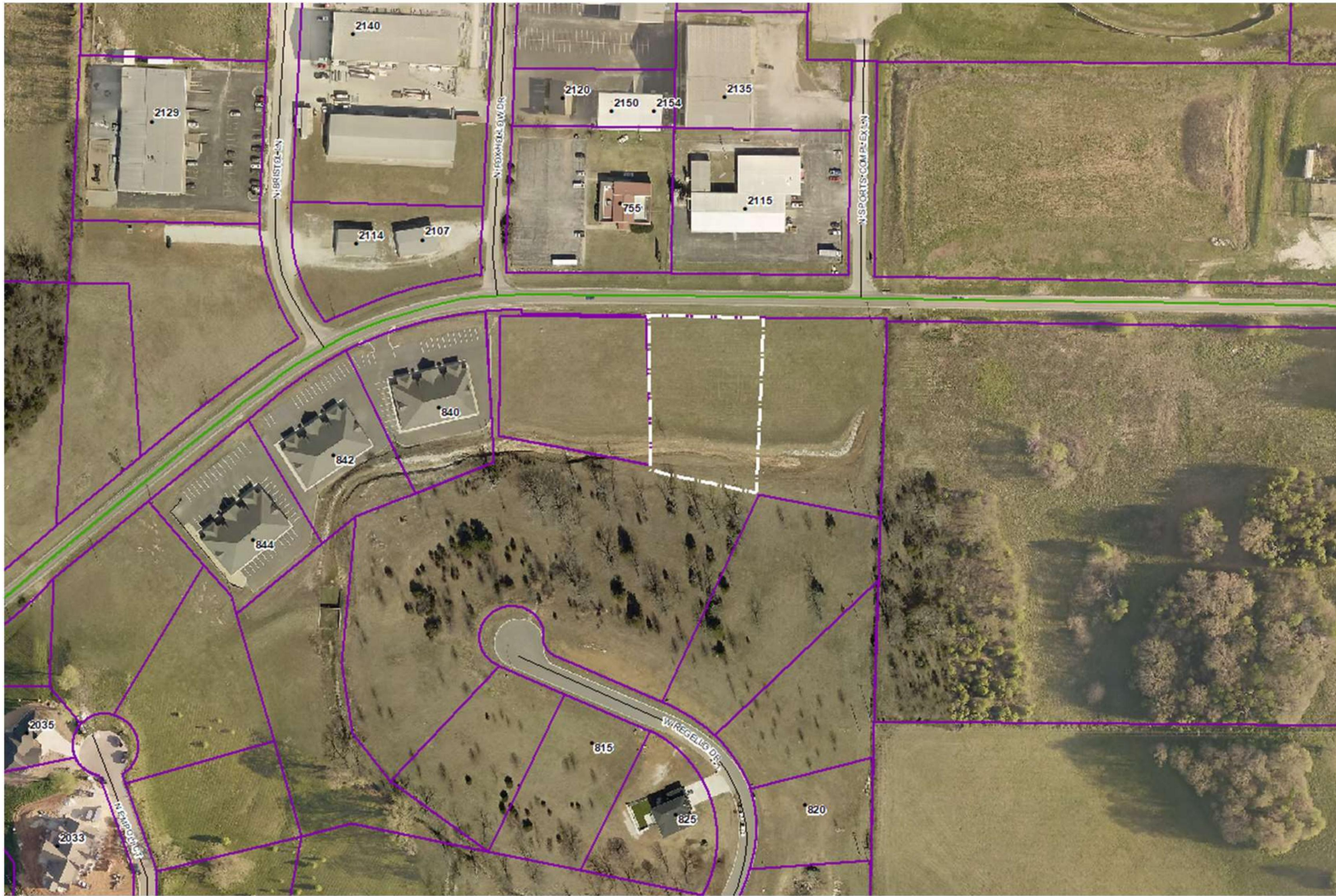
**PROPOSED ZONING: C-2 (General Commercial)**



**1106 W. Jackson St., Ozark, MO 65721 (417) 581-7242**



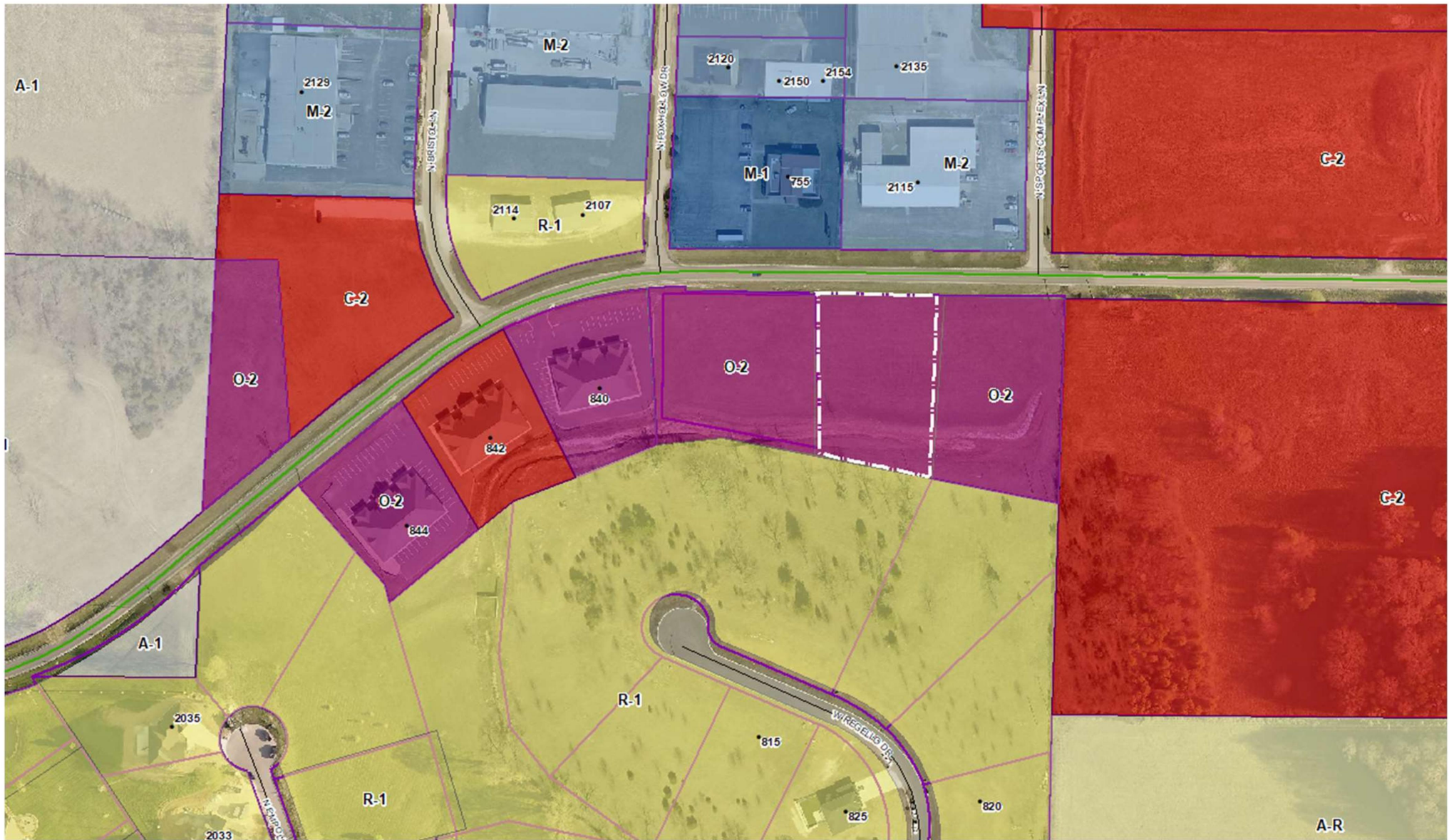
**LOCATION:** Lot C-5 of Tuscan Hills, Phase 2 (Portion of parcel #5-0.7-35-1-1-1.001)



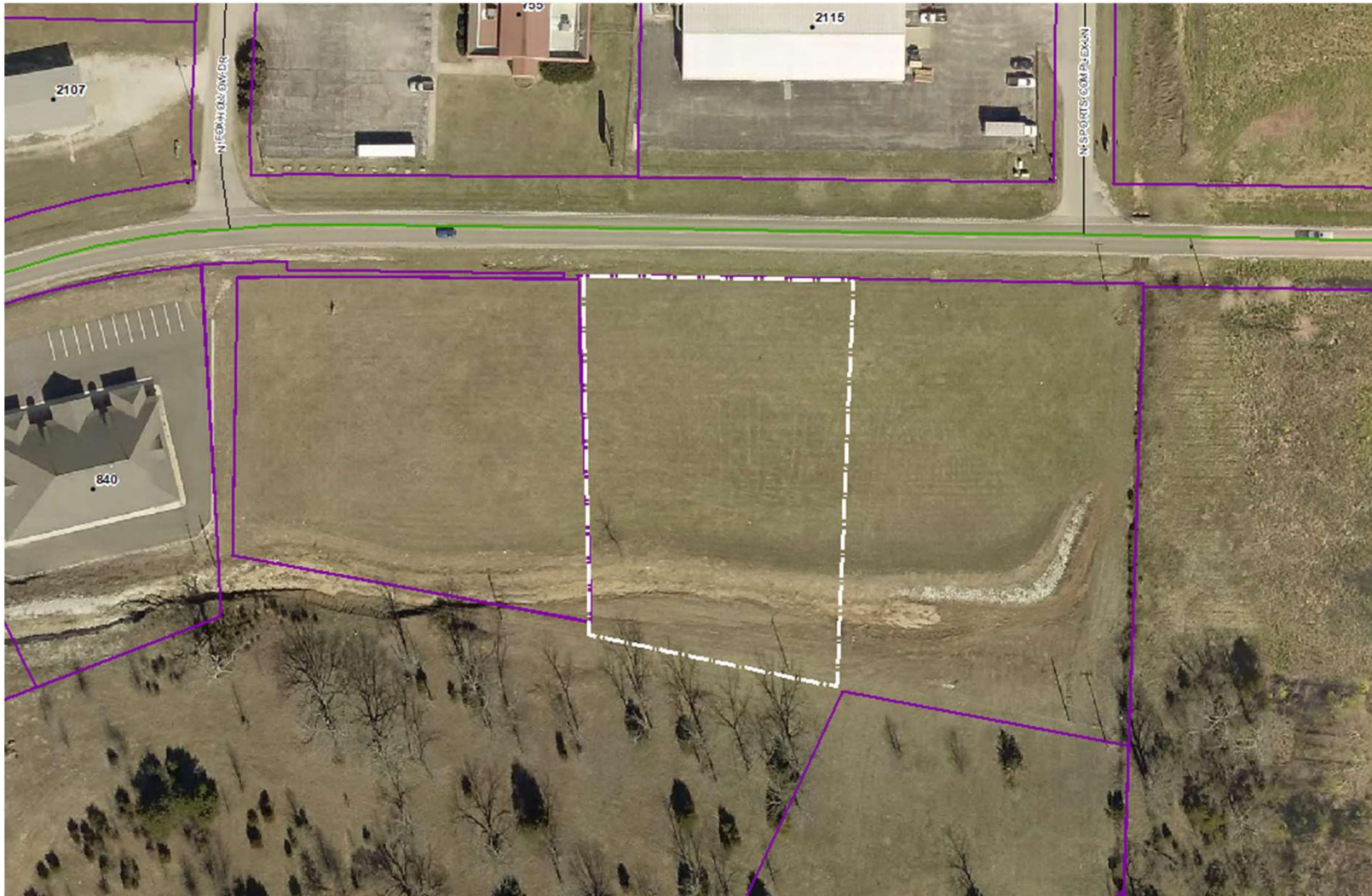
Surrounding and nearby land uses includes the Fox Hollow Industrial Park to the north and the Tuscan Hills subdivision, which includes the subject property



# Nearby Zoning



**PROJECT DESCRIPTION:** Proposing the change in zoning for a 1.02-acre parcel from O-2 to C-2 in order that it can be lawfully utilized for an acceptable land use within the C-2 district. The application notes the site would be used for an office and indoor equipment storage.



## **PLANNING / LAND USE ANALYSIS:**

### **Land Use Plan:**

Christian County's future land use plan notes this property is designated as future residential but is adjacent to a general commercial area to the east and an industrial area to the north, as shown on Figure A-2 in the 2009 Comprehensive Plan.

### **Compatibility:**

The parcel to be re-zoned as C-2 is located south of industrial zoned property and is adjacent to existing O-2 zoned properties to the west and east. The nearest, constructed, single-family dwelling is 500-feet to the south.

The size of this parcel would allow for several uses described in Article 43 to take place while also being able to meet any required setbacks. There would be several uses that would not be able to meet setbacks on this property.

### **Connectivity:**

The property is fronted by West Guin Road (State Highway AA). This change does not represent any change to connectivity.



## PROJECT/SITE ANALYSIS:

### **Landscaping and Buffering:**

A proposed site plan was provided with the application materials, and notes that the structure (approximately 8,400 square feet) will be 100+ feet from the southern property line and will not impede the existing drainage and utility easement. No specific provisions for landscaping or buffering have been offered or will be required at this time.

The site plan also notes the proposed development would conform to the open space and impervious coverage limits outlined in the “C-2” development requirements.

The southern boundary abuts a steep upward slope which will provide a natural buffer from the nearby residentially zoned properties.

Any other specific requirements regarding landscaping, buffering or setbacks called for within the Zoning Regulations for a particular use would be administered and verified by staff prior to granting any certificate of occupancy.



## **PROJECT/SITE ANALYSIS:**

### **Building Design:**

The property is vacant, any future structures would be permitted through the Building Inspections department.

### **Access:**

According to the application materials, MODOT has already visited the site and is ready to issue a driveway permit.

### **Utility Services:**

There is access to public water. A wastewater treatment system would be installed, in accordance with Christian County Health Department standards.



## **ENVIRONMENTAL ANALYSIS:**

### **Stormwater Impact:**

A stormwater evaluation will be required as part of the site development process to determine if detention is needed, since more than 5,000 square feet of impervious coverage is planned added to the site.

Any required stormwater infrastructure would need to be constructed prior to the issuance of building permits unless its construction is otherwise guaranteed by some financial security instrument.

### **Groundwater Impact:**

Minimal groundwater impacts are anticipated.

### **Floodplain/Sinkhole Impacts:**

There are no floodplain or sinkhole areas on the property.



## **STAFF COMMENTS:**

This change will allow for a wider range of land uses on a parcel of land in a well traveled corridor which is in keeping with the County's desire for future growth and economic development in these areas.

## **RECOMMENDATIONS:**

The Planning and Zoning Commission reviewed this application at its April 18, 2022, meeting and provided opportunity for public comment. The Commission voted unanimously to recommend approval of this rezoning request.



Landmark Building And Developing LLC.  
6343 S Riverbend Road.  
Springfield Mo. 65810  
417-838-8102  
landmarkdeveloping@gmail.com

RE: All of lot C-5 of final plat of Tuscany Hills Ph 2

This letter is to reference the rezoning request for this property. Currently the property is zoned O2. The request is to rezone this property to C-2. This request is due in part to the offices that will be incorporated being, percentagewise, smaller than the open space of the building. The intention is to move my development and management business to this location. There is public water to the property. There is no sewer available to this lot. I have contacted the Christian county Health department to verify using a holding tank. I am not showing this on the site layout, grades are not fully determined to this point. MO Dot has been to the property and is ready to issue a drive way permit. The amount of traffic I would produce is negligible. Currently I have three company vehicles. All of the site work will be engineered and done professionally. I have gone over storm water with the excavator, we will meet or exceed any DNR requirements and any Christian County requirements. I have included a site layout that meets all of the required set backs pertaining to C-2 zoning. The landscaping requirements are not shown on the layout. I fully understand that I am to follow these requirements.

I believe this development is congruent with the current business around the property. This was all taken into consideration getting to this point.

Please feel free to contact me at any time at the above numbers or Email.

A handwritten signature in black ink, appearing to be 'Thomas Morris', with a long horizontal line extending to the left.

Thank you

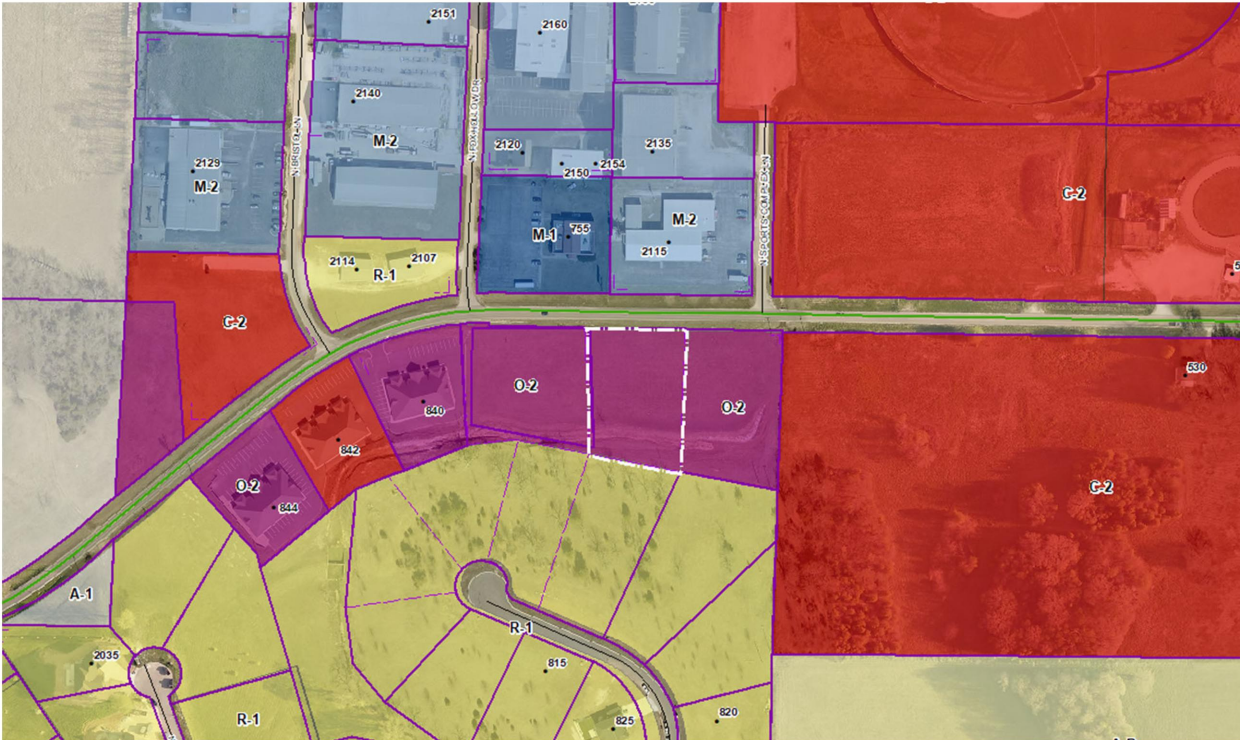
Thomas Morris

Maps for case #2022-0068

Aerial view of the general area



Current zoning in the area



Closer view of the site

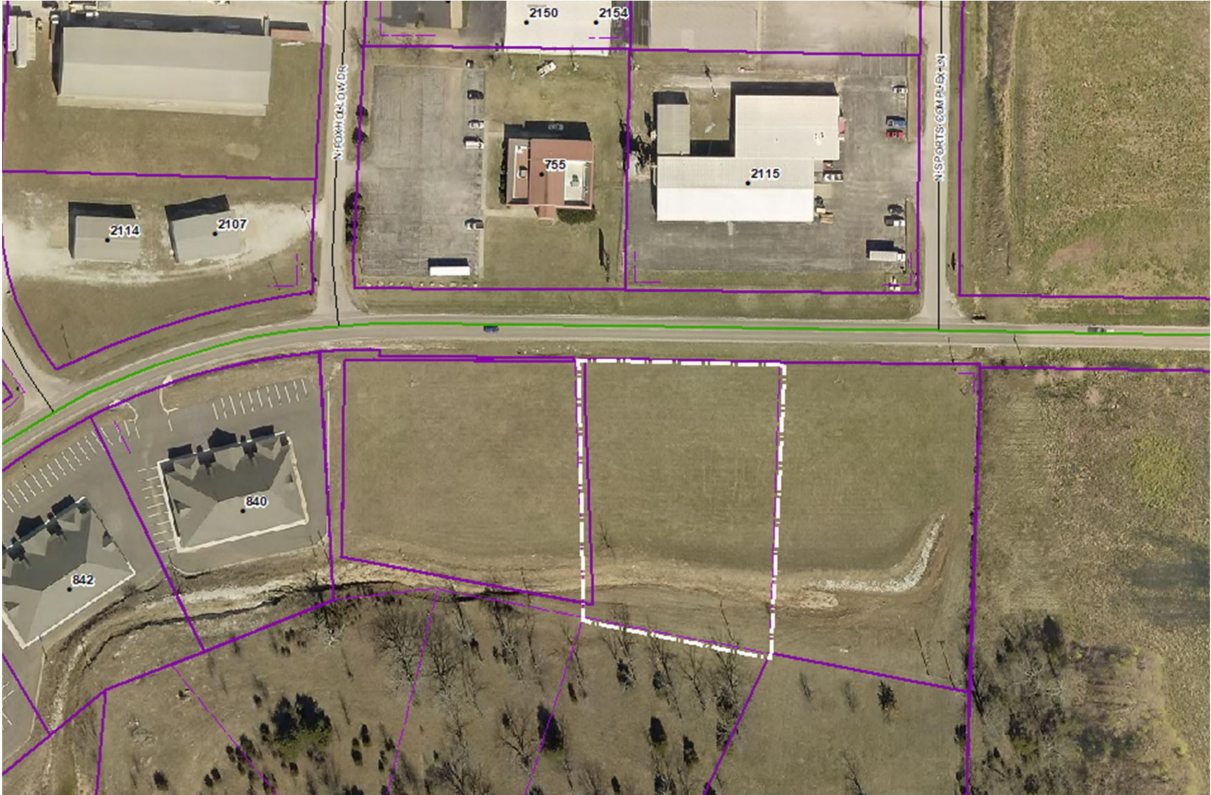


Photo of Site:







## Christian County Planning & Zoning Commission Staff Report

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**HEARING DATE:** May 3, 2022

**CASE NUMBER:** 2022-0068

**APPLICANTS:** Excel Investments/Landmark Building and Development LLC

**LOCATION:** Lot C-5 of Final Plat of Tuscany Hills, Phase 2  
(A portion of current parcel #5-0.7-35-1-1-1.001)

**REQUEST:** Change zoning district of property to C-2 (General Commercial)

**CURRENT ZONING:** O-2 (General Office)

**CURRENT LAND USE:** Vacant

**ADJACENT ZONING:** North: M-1/M-2                      East: O-2  
South: R-1    West: O-2

**ADJACENT LAND USES:** Surrounding and nearby land uses includes the Fox Hollow Industrial Park to the north and the Tuscany Hills subdivision, which includes the subject property.

**ATTACHMENTS:**

1. Letter from Applicant
2. Site Maps
3. Site Plan
4. Photos of Site

### PROJECT DESCRIPTION:

The applicant proposes the change in zoning classification for a 1.02-acre parcel from O-2 to C-2 in order that it can be lawfully utilized as a general commercial site for a land use acceptable within the C-2 district. The application materials note the site would be developed for and office and vehicle/equipment storage.

### BACKGROUND AND SITE HISTORY:

The property being considered is currently vacant. The property is fronted by Guin Road (State Highway AA), near Highway 160, and is approximately 3/4-mile north of the city limits of Nixa.

## PLANNING/LAND USE ANALYSIS:

### *Land Use Plan:*

Christian County's future land use plan notes this specific property is designated as future residential but would be adjacent to a general commercial area to the east and an industrial and commercial area to the north, as shown on Figure A-2 within the 2009 Comprehensive Plan.

### *Compatibility:*

The parcel to be re-zoned as C-2 is located south of industrial zoned property and is adjacent to existing O-2 zoned properties to the west and east. The nearest, constructed, single-family dwelling is 500-feet to the south.

The size of this parcel would allow for several uses described in Article 43 to take place while also being able to meet any required setbacks. There would be several uses that would not be able to meet setbacks on this property.

### *Connectivity:*

The property is fronted by West Guin Road (State Highway AA). This change does not represent any change to connectivity.

## PROJECT/SITE ANALYSIS:

### *Landscaping and Buffering:*

A proposed site plan was provided with the application materials, and notes that the structure (approximately 8,400 square feet) will be 100+ feet from the southern property line and will not impede the existing drainage and utility easement. No specific provisions for landscaping or buffering have been offered or will be required at this time.

The site plan also notes that the proposed development would have 48% impervious coverage which is conforms to the maximum 70% outlined in the "C-2" development requirements. The remaining 52% of the property would be considered open space.

The southern boundary abuts a steep upward slope which will provide additional natural buffer from the nearby residential properties.

Any other specific requirements regarding landscaping, buffering or setbacks called for within the Zoning Regulations for a particular use would be administered and verified by staff prior to granting any certificate of occupancy.

*Building Design:*

The property is vacant, any future structures would be permitted through the Building Inspections department.

*Access:*

According to the application materials, MODOT has already visited the site and is ready to issue a driveway permit.

*Utility Services:*

There is access to public water. A holding tank would be installed, in accordance with Christian County Health Department standards.

**ENVIRONMENTAL ANALYSIS:**

*Stormwater Impact:*

Since more than 5,000 square feet of impervious coverage is likely to be added to the site, a stormwater evaluation will be required as part of the site development process to determine if detention is needed.

Any required stormwater infrastructure would need to be constructed prior to the issuance of building permits unless its construction is otherwise guaranteed by some financial security instrument.

*Groundwater Impact:*

Minimal groundwater impacts are anticipated.

*Floodplain/Sinkhole Impacts:*

There are no floodplain or sinkhole areas on the property.

**TRANSPORTATION ANALYSIS:**

*Traffic Impact:*

Minimal traffic impacts due to rezoning are anticipated.

**PUBLIC COMMENTS:**

There were no members of the public in attendance to offer comments during the public hearing on April 18, 2022. Additionally, there were no written comments received by the Planning and Development office.

**STAFF COMMENTS:**

This change will allow for a wider range of land uses on a parcel of land in a well-traveled corridor which is in keeping with the County's desire for future growth and economic development in these areas.

**RECOMMENDATIONS:**

The Planning and Zoning Commission reviewed this application at its April 18, 2022, meeting and provided opportunity for public comment. The Commission voted unanimously to recommend approval of this rezoning request.

---

Joan Doss  
Executive Secretary  
Christian County Planning and Zoning Commission

**ORDER OF THE  
CHRISTIAN COUNTY COMMISSION  
OZARK, MISSOURI**

**DATE ISSUED:** May 3, 2022

**SUBJECT:** CASE NUMBER 2022-0068

**TEXT:**

**EXCEL INVESTMENTS and LANDMARK BUILDING & DEVELOPMENT petition the Christian County Commission to rezone 1.17 ACRES FROM O-2 (GENERAL OFFICE) TO C-2 (GENERAL COMMERCIAL DISTRICT) in order to lawfully permit land use compatible with surrounding parcels and be reflected as such on the Christian County Zoning Map located within Parcel 05-0.7-35-1-1-1.001 which is legally described as follows:**

**TRACT 1:**

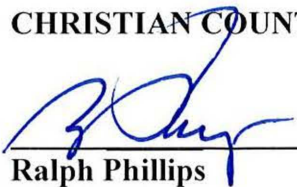
**ALL OF LOT C-FIVE (C-5), OF THE FINAL PLAT OF TUSCANY HILLS PHASE 2, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.**

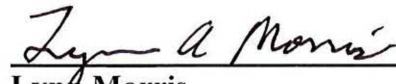
**The Christian County Planning and Zoning Commission did, during public hearing on April 18, 2022 review this request and hear public comment. A motion to recommend approval of this change passed by a unanimous vote.**

**Now, therefore, after additional review of this case and having heard additional public comment the Christian County Commission did this day, upon a motion by Commissioner Morris, seconded by Commissioner Phillips, vote unanimously to approve this request.**

**Done this 3<sup>rd</sup> day of May, 2022, at 10:00 a.m.**


CHRISTIAN COUNTY COMMISSION

  
Ralph Phillips  
Presiding Commissioner

  
Lynn Morris  
Commissioner, Eastern District

ABSENT  
Hosea Bilyeu  
Commissioner, Western District

ATTEST:

  
Kay Brown  
County Clerk

23385-000\ 383506.doc

Yes X  
Dated: 5/4/2021

Yes ✓  
Dated: 5/3/21

Yes \_\_\_\_\_  
Dated: \_\_\_\_\_