



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley Jackson
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

INVITATION TO BID #2023-4 REAL ESTATE VALUE CHANGE NOTICES

CONTACT: Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent
ADDRESS: Christian County Government
Employee Services
202 W. ELM STREET
Ozark, MO 65721
PHONE: (417) 582-4300
EMAIL: 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. CST. February 9, 2023
BID OPENING DATE AND TIME: 9:00 a.m., CST. February 9, 2023

RETURN BID TO: Christian County
Purchasing Department
202 W. Elm Street
Ozark, Missouri 65721

NOTE: Please provide (3) three 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.

SUMMARY OF SCOPE OF WORK:

The Christian County Assessor is requesting a bid from qualified vendors to create and mail Real Estate Value Change Notices. Please see Exhibit A for details. The notices are to be completed and mailed by **April 1, 2023**.

Bidder must be in the form creation/mailing industry for no less than five years with good references.

All proofs must be approved by the Christian County Assessor before creation/mailing.

(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 #2023-4 REAL ESTATE VALUE CHANGE NOTICES - 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 \$3,500,000.00 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:

For additional terms and conditions see link: [Christian County Additional 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.

Christian County will enter into a one-year agreement with options to renew.

Christian County has the option of renewing the agreement for **three (3) additional one-year periods**. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.

The 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 (**Exhibit A – Pg. 12**). All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(22) Fuel charges:

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

(23) Description of Product:

The vendor should present a detailed description of the product proposed on the Pricing Sheet (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 100, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly 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.

EXHIBIT A

INVITATION TO BID #2023-4

REAL ESTATE VALUE CHANGE NOTICES

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

DESCRIPTION	QUANTITY	PRICE EACH	TOTAL
ADDRESS MANAGEMENT SERVICES			
National Change of Address (NCOA) Data, File Setup & Reports	32,500	\$ 0.00566	\$ 183.95
Address Management Services Total			
FORMS AND ENVELOPES			
(8.5x11) Value Change Notice White 2/1	32,500	\$.00448	\$ 1,456.00
Value Change Notice PDF Duplicates	32,500	\$ 0.01	\$ 325.00
• Typesetting: Minor Changes to Value Change Notices	1		\$153.00
R9205 #10 Outgoing window 1 st Class	30,875	\$.03944	\$ 1,217.56
R951 (9x12) Outgoing Window Envelopes	115	\$ 0.79	\$ 90.85
Forms and Envelopes Total			
	QUANTITY	PRICE EACH	TOTAL
Mailing File Setup – Value Change Notices	1		\$125.00
Processing & Mailing for Value Change Notices *	32,500	\$ 0.11	\$ 3,575.00
* Includes: Data Quality checks proofing Imaging, presort & mail processing			
CANDe (Post mailing address updates)	32,500	\$ 0.006	\$ 195.00
Mail Trace (Post mail tracking)	32,500	\$ 0.003	\$ 97.50
Postage – Value Change Notice in #10 envelopes	30,875	\$ 0.475	\$14,665.63
Postage – Value Change Notice in large envelopes	115	\$ 1.74	\$ 200.10
Shipping/Handling: this is to from Printing Plant to Mailing Center – All Lists, Postcards & Envelopes	32,500	\$ 0.003	\$ 97.50
Imaging & Mail Processing Total			
Total for all three services: Address Management Services Forms & Envelopes Imaging & Mail Processing:			\$22,382.08



RICE
EJ RICE COMPANY

CHRISTIAN COUNTY

2023 Value Change Notice Mailing Estimate

Estimator: AF
Prepared on:
1/27/2023

ADDRESS MANAGEMENT SERVICES	Quantity	Price Each	Total
National Change of Address (NCOA) Data, File Setup & Reports	32,500	\$0.00566	\$183.95
Address Management Services Total:			\$183.95
FORMS & ENVELOPES	Quantity	Price Each	Total
(8.5x11) Value Change Notice White 2/1	32,500	\$0.04480	\$1,456.00
Value Change Notice PDF Duplicates	32,500	\$0.01000	\$325.00
Typesetting: Minor Changes to Value Change Notices	1	\$153.00	\$153.00
R9205 #10 Outgoing Window 1st Class	30,875	\$0.03944	\$1,217.56
R951 (9x12) Outgoing Window Envelopes	115	\$0.79000	\$90.85
Forms & Envelopes Total:			\$3,242.41
	Quantity	Price Each	Total
Mailing File Setup - Value Change Notices	1	\$125.00	\$125.00
Processing & Mailing for Value Change Notices*	32,500	\$0.11000	\$3,575.00
<i>*Includes: Data Quality Checks, Proofing, Imaging, Presort & Mail Processing</i>			
CANDe (Post mailing address updates) provided at no additional charge	32,500	\$0.00600	\$195.00
Mail Trace (Post mail tracking) provided at no additional charge	32,500	\$0.00300	\$97.50
Postage - Value Change Notices in #10 Envelopes	30,875	\$0.47500	\$14,665.63
Postage - Value Change Notices in Large Envelopes	115	\$1.74000	\$200.10
Shipping (From Printing Plant to Mailing Center - All Lists, Postcards & Envelopes)	32,500	\$0.00300	\$97.50
Imaging & Mail Processing Total:			\$18,955.73
TOTAL FOR EJR SERVICES:			\$22,382.08

Note: Quantities and Postage Costs are based on past usage history and are estimates only.

Important: Prices are based on quantity and will increase if actual quantity is significantly lower than projected.

By signing this estimate you agree to purchase all products and services outlined above. If any modifications need to be made, please request a revised Estimate.

Accepted By: _____

Date: _____



CHRISTIAN COUNTY

Estimator: AF
Prepared on:
2/6/2023

2024 Value Change Notice Mailing Estimate

ADDRESS MANAGEMENT SERVICES	Quantity	Price Each	Total
National Change of Address (NCOA) Data, File Setup & Reports	1,546	\$0.01000	\$15.46
Address Management Services Total:			\$15.46
FORMS & ENVELOPES	Quantity	Price Each	Total
(8.5x11) Value Change Notice White 2/1	1,546	\$0.29120	\$450.20
Value Change Notice PDF Duplicates	1,546	\$0.10000	\$154.60
Typesetting: Minor Changes to Value Change Notices	1	\$153.00	\$153.00
R9205 #10 Outgoing Window 1st Class	1,118	\$0.09560	\$106.88
R951 (9x12) Outgoing Window Envelopes	19	\$0.79000	\$15.01
Forms & Envelopes Total:			\$879.69
	Quantity	Price Each	Total
Mailing File Setup - Value Change Notices	1	\$125.00	\$125.00
Processing & Mailing for Value Change Notices*	1,546	\$0.22660	\$350.32
*Includes: Data Quality Checks, Proofing, Imaging, Presort & Mail Processing			
CANDe (Post mailing address updates) provided at no additional charge	1,546	\$0.00600	\$9.28
Mail Trace (Post mail tracking) provided at no additional charge	1,546	\$0.00300	\$4.64
Postage - Value Change Notices in #10 Envelopes	1,118	\$0.47500	\$531.05
Postage - Value Change Notices in Large Envelopes	19	\$1.74000	\$33.06
Shipping (From Printing Plant to Mailing Center - All Lists, Postcards & Envelopes)	1	30.00	\$30.00
Imaging & Mail Processing Total:			\$1,083.35
TOTAL FOR EJR SERVICES:			\$1,978.49

Note: Quantities and Postage Costs are based on past usage history and are estimates only.

Important: Prices are based on quantity and will increase if actual quantity is significantly lower than projected.

By signing this estimate you agree to purchase all products and services outlined above. If any modifications need to be made, please request a revised Estimate.

Accepted By: _____

Date: _____

INVITATION TO BID #2023-4

RENEWALS:

This contract shall be valid for a period of one (1) year from the date of the 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 three (3) 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. The Christian County Commission must vote on all renewals. The renewal must pass by a majority vote of the Commission.

1. First Renewal Period (year 2):	Maximum Increase	<u>NA</u> %	Year 2 budget estimate provided in it's entirety as part of this ITB.
2. Second Renewal Period (year 3):	Maximum Increase	<u>5</u> %	As compared to Year 1 prices
3. Second Renewal Period (year 4):	Maximum Increase	<u>5</u> %	As compared to Year 2 prices

Cooperative Procurement:

The vendor should indicate by checking "yes" or "No" in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.

Note: Indicating no will not affect the evaluation of your bid.

Yes _____ No ✓

(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 Edward J. Rice Company Inc.	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Edward J. Rice Company Inc.
Mailing Address PO Box 1398	IRS Form 1099 Mailing Address PO Box 1398
City, State, Zip Code Springfield, MO 65801	City, State, Zip Code Springfield, MO 65801

Contact Person Chris Rice	Email Address: customerservice@ejrice.com
Phone Number (417)869-3312	Fax Number: (417)869-9019
Authorized Signature 	Date 01/30/2023

List three (3) business references:

1st

Company Name: **Greene County Assessor** Representative Name: **Brent Johnson**

940 N Boonville Ave Rm 37 Springfield MO 65802

Address City State Zip

417-868-4101

Business Phone Business Fax Cellular Phone

bjohnson@greenecountymo.gov

email address if available

2nd

Company Name: **Cass County Assessor** Representative Name: **Roger Raffety**

2733 Cantrell Rd. Harrisonville MO 64701

Address City State Zip

816-380-8400

Business Phone Business Fax Cellular Phone

rogerr@casscounty.com

email address if available

3rd

Company Name: **Jasper County Assessor** Representative Name: **Lisa Perry**

302 S Main St. Ste. 201 Carthage MO 64836

Address City State Zip

417-625-4356

Business Phone Business Fax Cellular Phone

lperry@jaspercountymo.gov

email address if available

(38) Contact Information:

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

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

CHRISTIAN COUNTY COMMISSIONERS

Lynn Morris, Presiding Commissioner

Hosea Bilyeu, Western Commissioner

Bradley A. Jackson, Eastern Commissioner

FINAL MANDATORY COMPLIANCE CHECKLIST:

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

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

khopkins@christiancountymo.gov

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 1)	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2)	✓
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 14)	✓
I am including one (1) unbound original and three (3) copies of my bid. I understand that I must include The Price Sheet found in Exhibit A, Page 12, and all pages thereafter.	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope " SEALED BID – REAL ESTATE VALUE CHANGE NOTICES - DO NOT OPEN ". (Page 2)	✓
I am indicating on the envelope the good/service that I am bidding on.	✓



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

ADDENDUM NUMBER 01 INVITATION TO BID #2023-4 REAL ESTATE VALUE CHANGE NOTICES

CONTACT: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
Purchasing Agent
ADDRESS: Christian County Government
202 W. Elm Street
Ozark, MO 65721
PHONE: (417) 582-4309
EMAIL: 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.

Below are questions asked by potential bidders and the official response by Christian County.

Question 1: The % increase from year to year is a great metric for mailings that are relatively consistent from year to year, but I am unsure of how to complete this section for something like Real Estate Value Change notices.

Answer 1: All percentages of increased stated shall be computed against the previous year's agreement prices. See Renewals, page 13.

Question 2: Value change notices are on a cycle, where every odd numbered year, assessor's are required to assess all real property and provide notices to those property owners whose property changed in value. On the even numbered years, assessor's only send notices to people with new builds, additions, etc. This results in wildly different numbers from year to year. For instance, for this year (2023) they are estimating 32,500 notices, but last year (2022) they were only 1,546. All that to say that the prices in year 3 might be very close to what is offered in this bid, but years 2 and 4 will be so much smaller. In the past I don't believe the even numbered years were sent to bid since the price was so low, around \$2,000 in 2022.

Answer 2: See answer#1.

All else remains the same.

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

Company Name: Edward J Rice Co. Inc.

c/o: Chris Rice

(Name of Agent or Sales Rep)

Title: President

Signature: Chris Rice

Date: 02/06/23

END OF DOCUMENT