

CHRISTIAN COUNTY BIDDER RESPONSIBILITIES/TERMS AND CONDITIONS

A. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for ~~knowing having familiarized himself with~~, and will comply with the content of ~~the all contract documents, including but not limited to~~, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances. Failure to do so ~~shall give the County, in at the County's sole discretion~~, the right to terminate ~~the~~ contract, ~~without penalty~~.

~~Unless otherwise specified~~, it is the bidder's responsibility to include all charges for ~~any and all matters pertaining or related to the bid, including but not limited to~~, packing, delivery, installation, ~~demolition, repairs, etc. (unless otherwise specified)~~ and provide them to the Christian County ~~department~~ identified in the Invitation to Bid ("ITB") and/or Request for Proposal ("RFP") and ship them as FOB ~~Destination~~. The bidder is responsible for providing all required documents requested in the ITB or the RFP.

~~When requested~~, the delivery date shall be stated on definite terms; as it will be taken into consideration in awarding the bid. When applicable, prices must be stated in ~~the~~-specified units of quantity and be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid ~~specifications~~. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.

The bidder is responsible for examining and reviewing the project's ~~requirements~~ and specifications. All bidders are responsible for verifying the quality, availability, and schedule of any products they may need for this proposal. It is the bidder's responsibility to submit the proposal on or before the deadline stated in ~~this the bid~~, using the proper forms.

NO BID TRANSMITTED BY FAX MACHINE OR E-MAIL WILL BE ACCEPTED.

B. TERMS AND CONDITIONS

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other types of material to make sure such documents do not include other terms and conditions that conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of a conflict between any of the vendor's terms and conditions and those contained in this agreement, this agreement shall govern. *Taking exception to Christian County's 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 parties' complete agreement, 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.

1. Electronic Bidding

Effective May 2023, Christian County moved to an online electronic bidding system. All bids meeting the requirement of RSMo 50.783 over \$12,000, should be solicited through the new online electronic bidding portal on the County Commission Purchasing website, unless the Purchasing Agent, at his or her discretion, makes a ~~deems an~~ written exception to this requirement.

The County's Online Sourcing Application displays the time remaining for each ~~bid event~~. This is the County's Official Time remaining ~~for the sourcing event~~. No other time clock, ~~timing device and/or timing instrument~~, regardless of reputation, will be considered.

The time remaining is displayed within the user's browser. User acknowledges that various internet browsers may not accurately display the time remaining on the screen. Due to various browser and operating system configurations, some internet browsers may display the time remaining several seconds behind the actual time. User also acknowledges that internet connection speeds and operating systems may also affect the time remaining displayed.

The County's Online Sourcing Application allows users to view the remaining time in their native time zone. It is the users' responsibility to correctly set the proper Time Zone Setting for their company and website users.

2. 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 conflicts of interest. If the vendor or any owner or executive 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.
- The percentage and nature of ownership interest in the vendor's organization held by an elected or appointed official or employee of Christian County or a political subdivision thereof. Please also include the title of a managerial or executive role with the vendor (~~i.e.e.g.~~, Chief Executive Officer, President, member of the Board of Directors, etc.).

3. Independent Contractor

The vendor is an independent contractor and shall not represent, suggest and/or imply that the vendor or the vendor's employees are ~~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. for the vendor's employees or agents.

4. Substitutions

The vendor shall not substitute any item(s) without the prior written approval of the Purchasing Agent. 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 ~~replace be a replacement of~~ the contracted item with a product of equal or better capabilities and quality, and at equal or lower pricing. The vendor acknowledges that Christian County reserves the right to allow or refuse the substitution of any new or different product/system offered by the vendor. Christian County shall ~~be~~ have the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by the Purchasing Agent 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 reasons, even if such substitution is unprofitable for ~~to~~ the vendor.

5. 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.

6. Non-Exclusivity

The Contract is non-exclusive and shall not preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors.

Christian County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

The County may make single or multiple awards from a single solicitation document when such awards are in the best interest of the County. The County also reserves the right not to award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered non-exclusive. The County reserves the right to purchase from other vendors.

7. Indemnification and Immunity

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, liens,

demands or actions, cross-claims and third-party claims or claims for contribution or indemnity, damages, losses and expenses (including but not limited to attorney's fees) arising from, out of, or 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(s) may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence, willful misconduct and/or gross recklessness or negligence.

Vendor acknowledges that Christian County is a governmental entity entitled to certain immunities under the doctrines of sovereign, official, and governmental immunity. In no event shall the language of this document constitute or be construed as a waiver or limitation of its rights or defenses regarding any applicable sovereign, governmental, or official immunities and protections provided by Federal and State Constitutions.

8. Taxes

Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts ~~the~~ Christian County from them.

9. Billing and Payments:

Invoices will be submitted to the **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721, or may be emailed to invoices@christiancountymo.gov**. It is estimated that 25 various offices and departments require separate billing (if applicable to bid products offered). The vendor shall provide the department with invoices and statements of accounts monthly, noting any amounts and past-due invoices. Invoices should be delivered with the materials and packing slip. Payment will be made within approximately 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.

10. Return of Goods

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

11. 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 a 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 Purchasing Agent and/or Christian County Commissioners. The decision to adjust the cost by Christian County shall be final and without recourse.

12. Schedule

The vendor shall ensure that services are performed 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. The vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for acquiring all permits, paying all 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/**vendor**.

13. Services

The vendor agrees, when **and where applicable**, to provide a detailed description of the services to be provided, including any additional **detailed** information about the services **relevant to the performance of those services**. 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.

14. Reporting Requirements

On a monthly basis, when **and where** applicable, the vendor shall submit a report to Christian County for each County building site, identifying 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 have 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 that 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 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 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.

15. 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 Commission's approval is 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.

16. Missouri Business License

All businesses doing business in the State of Missouri should be registered with the Missouri Secretary of State. Upon Missouri registration, a charter number is issued and should be identified on the front cover page of ~~this~~ the solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult [Missouri Business Filings \(mo.gov\)](http://Missouri Business Filings (mo.gov))

17. Insurance Requirements

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/~~its~~ 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, the 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 **Additional Insureds**. 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. ~~and~~ **This form of insurance** must be approved in writing by the County Commission in advance.

18. Bonds

Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).

19. Performance Bond, and a Labor and Materials Bond

For all Job Orders with a Job Order Price of \$50,000 or more, the Contractor shall provide a Performance Bond and a Labor and Materials payment Bond, each in an amount equal to the Job Order Price. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by the County with no variations, additions, or deletions. The cost for such bonds shall be reimbursed to the Contractor as a reimbursable task. Provided, however, the County will not reimburse the Contractor more than 2% of the Job Order Price for the cost of bonds. The Contractor shall submit documentation acceptable to the Authority, establishing the cost of bonds. To compensate the Contractor for the JOC System License Fee, the cost of all reimbursable tasks will have an adjustment of 1.0667 applied.

The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the County and on the forms approved by the County. Each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. The date of the bonds shall be the same as the date of the County's execution of the contract. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover the full and faithful performance of the contract in the event of Change Orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or changes in the Contract Price. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the County shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the County. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$50,000.00 must be listed in United States Treasury Circular 570.

20. Prevailing Wage

(For all Job Orders with a Job Order price of \$75,000 or more) All labor utilized in the construction of this project shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor of the State of Missouri, in accordance with prevailing wage as set forth in Annual Missouri State Wage Determination No. 31, Section 039, Christian County, and all addenda, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law (Section 290.250, RSMo.), or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV),

whichever is higher. In addition, the Contractor agrees to pay wages not less than once a week. It is the JOC Contractor's responsibility to pay the most current rate of wages in effect for the area at the time the work is performed. The Contractor and all subcontractors will be required to furnish an Affidavit of Compliance form to the County stating that he/she/it has fully complied with Missouri Prevailing Wage Law. No payment will be legally made by the County to the Contractor until the affidavit is filed in proper form and order with the County. (Section 290.290 and 290.325, RSMo.) The Contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the Contractor and each subcontractor, and this notice must be posted during the full-time that any worker is employed on the job. (Section 290.265, RSMo.) It shall be the responsibility of the Contractor to notify the Division of Labor Standards when a violation of the law is discovered. The Contractor shall submit to the Construction Inspector monthly certified copies of payrolls including any subcontractors that may be working that month. If Davis-Bacon is in effect, certified payroll reports must be submitted weekly. The Contractor will forfeit a penalty to the County of Christian of \$100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor (Section 290.250, RSMo.). In cases of a wage subsidy, bid supplement, or if a rebate was provided, and if so, if it was provided lawfully, the amount and date of such subsidy, supplement, or rebate must be reported to the County of Christian within thirty (30) days of receipt of payment. (Section 290.095, RSMo.) All wages paid for work under this Contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., RSMo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor, or by the U.S. Secretary of Labor in accordance with Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. Christian County hereby notifies all bidders that it will affirmatively ensure that ~~in~~ **for** any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for the award. Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work ~~on a project~~, and in criminal fines of up to \$500.00 and up to six months imprisonment for each day there is a violation.

21. Safety Training Requirement

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour OSHA construction safety training program required under Section 292.675, RSMo., unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to Christian County of \$2,500.00 plus an additional \$100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo.)

22. 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/or acts of God, shall not constitute a breach of this agreement.

23. Canceling Service

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

Christian County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In the event of a delay, the Contractor must notify the Purchasing Department.

24. Default

In case of default by the Contractor, the County of Christian will procure the goods or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

25. Minimum and Maximum

Unless specifically stated in the bid document, there are no minimum or maximum quantities guaranteed for this contract.

26. Declaration Page

With the introduction of e-bidding, a Declaration Page is requested of all bidders. By signing the declaration page, 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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission, or upon the Commission's issuance of a Notice of Award, a binding contract shall exist between the vendor and Christian County. An authorized Company representative's signature is required to confirm understanding of this statement.

27. 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 in this RFP/ITB.

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

award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.

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 **as** 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.

28. Ownership

The County of Christian, Missouri, expressly denies responsibility for, or ownership of any item purchased until the same is delivered to the County and is accepted by the County.

All specifications, drawings, and copies thereof furnished by Christian County shall remain its property.

Any designs, drawings, specifications notes and other record documents developed as a result of the award of this ITB/RFP shall become the sole property of Christian County of Ozark, Missouri, and may be used on any other design or construction and be utilized in future Bids issued by Christian County of Ozark, Missouri.

29. Contract Documents

The Contract Documents shall be governed by the laws of the State of Missouri.

30. 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, and the (E) remedy they seek.

31. 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 with County offices.
- Failure to honor a bid for the length of time specified.
- Failure to deliver as guaranteed.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include the procurement of goods or services equal to or in excess of \$100,000.

Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. Vendors further certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency under the Federal OMB, A-102, common rule.

Failure to certify will render the bidder non-responsive and will not be considered for award.

32. Communication

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing Agent during this competitive process. All questions received and the corresponding answers will be distributed to all bidders.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the Purchasing Agent and/or County Commission **is strictly prohibited but particularly when done** for the purpose of influencing the award of a contract. ~~or The giving of 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 is prohibited except where it is an exchange of gifts between family members. All vendors will disclose immediately the names of any family members who are Christian County personnel. Family members of vendors who are bidding to provide goods or services shall not be involved in the bid evaluation process.~~

33. Anti-Collusion:

Colluding with others to restrain competition **is strictly forbidden as is employing unethical or illegal means to obtaining** information, ~~by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to~~ for the purpose of obtaining 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 Purchasing Agent and/or 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 Purchasing Agent and/or 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. Based on this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final, and all parties will be notified.

34. Proprietary Information:

Pursuant to Section 610.021.15 RSMo., 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. The decision as to whether a record is closed or public is solely at the discretion of the Christian County Commission.

35. Errors in Proposals:

Each bidder must carefully examine his/~~her~~/~~its~~ proposal prior to submission. Failure to do so is at the bidder's risk. He/~~she~~/~~it~~ is responsible for any errors therein. A claim of oversight is not a basis for permitting the 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 one **(1) minute before the bids are due** 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.

36. Conditions Affecting Work:

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work ~~and~~ 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.

A. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US)

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

Bidders 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.

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)).

B. 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.

C. TRANSIENT EMPLOYER LAW

Any nonresident or foreign company 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 regarding the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

D. 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 (if applicable), Request for BAFO, Addenda to RFP/ITB, RFP/ITB, and the proposal (but not the exceptions). There will be no BAFO or Request for BAFO if Christian County accepts the Response to the RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award Letter accepting the BAFO or Response to RFP, and the parties sign the Agreement.

NOTE: EXCEPTIONS IN THE RFP/ITB WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.

A majority of the County Commission MUST approve all contracts.

END OF SECTION