

STANDARD TERMS AND CONDITIONS

A. BIDDER'S RESPONSIBILITIES

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

It is the responsibility of the bidder to have the proposal submitted on or before the deadline stated in this packet on the proper forms. The bidder is responsible for examining and reviewing projects and specifications. All bidders are responsible for verifying the quality, availability, and schedule of any products they may need for this proposal.

The bidder is responsible for providing all the required documents requested in this RFP.

Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other 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 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.

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

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employee of Christian County or any political subdivision thereof, please provide the following information:

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

Independent Contractor:

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

Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the 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 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 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 simply for unprofitability to the vendor.

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.

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. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the County.

Billing and Payments:

Invoices will be submitted to the **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721**. 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.

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Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

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

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

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

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

Return of Goods:

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

Management of Materials:

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

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

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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 following the determination of such. The vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

Services:

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

Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, 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 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

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independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements; the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances: In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made. The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

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 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 \(mo.gov\)](https://www.mo.gov/business-filings)

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

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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 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.

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).

PERFORMANCE BOND, AND A LABOR AND MATERIALS BOND:

For all Job Orders with a Job Order Price of \$50,000 or more the Contactor 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.

PERFORMANCE BOND, AND A LABOR AND MATERIALS PAYMENT BOND: (If the project exceeds \$50,000.00) 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,

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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.

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, Greene 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 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 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

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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.

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)

Excused Performance:

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

Cancelling Service:

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

Determination for Award:

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

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

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

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved

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to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

Protesting bid award:

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

Suspension or Debarment of Vendor:

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

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

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

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

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

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

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the 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. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

B. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S. Mo, Christian County may close records that relate to scientific and technological innovations in which the owner has a

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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.

C. ERRORS IN PROPOSALS

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

Any bid can be withdrawn up to **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.

D. CONDITIONS AFFECTING THE 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 the 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.

E. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US)**Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.**

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized affidavit stating:

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

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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)).

F. 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.

G. TRANSIENT EMPLOYER LAW

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

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

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

H. 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 not be a BAFO or Request for BAFO if Christian County accepts the Response to RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award 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.

All contracts MUST be approved by the County Commission.

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

BAFO – the Best and Final offer of the Contractor that is in response to a Request for Proposal.

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

END OF SECTION