

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

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

INVITATION FOR BID

1.0 Title/Signature Page

IFB NO:	25-11098	CONTACT:	Leah Avers
TITLE:	Compu-Aire CRAC Units	PHONE:	417-868-4003
ISSUE DATE:	May 22, 2025	E-MAIL:	LAvers@greencountymo.gov

RETURN BID NO LATER THAN: June 25, 2025 at 2:00 P.M. (Central Standard Time) Bids will be opened and read aloud at this time. Late bids will be disqualified.

RETURN BID TO: **GREENE COUNTY PURCHASING DEPARTMENT
1443 NORTH ROBBERSON, SUITE 1000
SPRINGFIELD, MISSOURI 65802**

SUBMITTAL INSTRUCTIONS: Print the **IFB Number** and **Opening Date** on the outside of the package and return the pages identified in the Bid Submission Checklist (listed on page 4 of this bid document) with your bid submission. Sealed bids must be received at the Purchasing Department by the opening date and time. No bid transmitted by fax machine or e-mail will be accepted.

PRE-BID CONFERENCE: A pre-bid conference is scheduled for June 5, 2025 at 10:00 A.M. at Building Operations, 1210 N Boonville 2nd Floor conference room, Springfield, MO 65802 site visit immediately following.

CUTOFF FOR QUESTIONS: The cutoff for any questions pertaining to this bid is June 12, 2025 at 10:00 A.M.

BID OPENING: Bids will be opened by the Buyer at the location listed above. To participate via teleconference, dial (417) 799-1555 from an off campus or cell phone. From a county phone please dial 1555. The meeting number is 4003 and the access code is 453751.

**DELIVER GOODS/SERVICES FOB (Free on Board)
DESTINATION TO THE FOLLOWING ADDRESS:** Public Safety Center
330 W Scott St
Springfield, Missouri 65802

The undersigned certifies that they have the authority to bind the Bidder in a contract to supply the commodity or service in accordance with all terms and conditions described herein. The bidder agrees that the language of this Invitation for Bid shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Greene County Purchasing Department or when an Agreement for Contract Services is certified by the Greene County Auditor, a binding contract shall exist between the bidder and the County of Greene, State of Missouri.

SIGNATURE REQUIRED

_____	_____
Business Name	Authorized Signature
_____	_____
Street Address	Printed Name
_____	_____
City, State, Zip Code	Title
_____	_____
Phone Number	Date
_____	_____
Federal Tax ID Number	E-Mail Address

2.0 Invitation for Bid Organization

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3.0 Bid Submission Checklist

To be considered complete and responsive, Bidder shall complete, execute, and submit the following:

- Page 1 – Title/Signature Page
- Pricing Page
- Diverse Vendor Identification
- Bidder References
- Affidavit of Compliance
- Addenda (if applicable)

If awarded, the following shall be provided prior to the issuance of a contract:

- W-9 Tax Form
- Performance Bond
- Labor and Material Payment Bond
- Certificate of Insurance (as specified in Section 12)
- Work Authorization Affidavit
- E-Verify Signature Page
- OSHA Affidavit
- Affidavit of Compliance with Section 34.600 R.S. MO., ET SEQ

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

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

4.0 Introduction and General Information

1. **Purpose:** This document constitutes a request for sealed bids from qualified firms or persons to provide: Four Compu-Aire CRAC (Computer Room Air Conditioning) Units. A contract will be issued in the form of a one-time contract.
2. **Instructions to Bidders:** Submit all questions to the Greene County Purchasing Department, in writing. No oral interpretations shall be made to any Bidder by the County. Responses will be provided via written addenda. Receipt of an addendum to an IFB by a bidder must be acknowledged and submitted with bid response prior to the opening time and date.
3. **Submitting A Bid:** Bids must be signed by a person authorized to legally bind the Bidder in a contract, and returned with all required bid documents identified in the Bid Submission Checklist to the Purchasing Department prior to the opening date and time which appears on the front page of the Invitation for Bid.

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

4. **Bid Opening:** Information provided in bid response will not be released prior to the opening. Bids will be opened by the Buyer at the location listed on the Title-Signature Page. Attendance to the public bid opening is not mandatory.

Pricing information will be read aloud to those attending the public opening. Upon award, bid tabulations may be requested.

5. **Buyer is Point of Contact:** Unauthorized contact with County personnel other than the Buyer listed for this project while the bid and evaluation are in progress will result in immediate disqualification of the bid response.
6. **Clarification of Requirements:** Bidders shall carefully examine the Bid document. Questions concerning discrepancies or ambiguities in specifications, instructions, and/or requirements of this document which become apparent to the Bidder upon examination of the document must be submitted to the Purchasing Department in writing. The Purchasing Department shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. Receipt of an addendum to an IFB by a bidder must be acknowledged by signing and returning the addendum with your bid response prior to the opening time and date.

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

It is the responsibility of each bidder to check the County website for bid postings and addenda. The County is not responsible and accepts no liability in the event a supplier is not sent a bid document or addenda. The County is not responsible for and accepts no liability in the event a response is late due to network, internet, or any other technical problem or interruption.

7. **Addenda:** No modification of, or addition to specifications or provisions contained in this document shall be made or construed to have been made unless such modification is incorporated in a written addendum to the Bid.
8. **Responsive and Responsible Bidder:** To be considered a responsive Bidder, the Bidder shall submit a bid that meets the minimum requirements set forth in the Invitation for Bid. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will ensure good faith performance.

The County reserves the right to make such investigations as it deems necessary to determine the Bidder's responsiveness and responsibility. Such information may include but should not be limited to current financial statements, verification of availability of equipment and personnel, past performance records, debarment and suspension status by any government agency, and any additional documentation as deemed necessary by the County.

9. **Evaluation of Bids:** When evaluating submitted Bids, the County may review, without limitation, the following: (1) the prior work experience of the Bidder; (2) financial statements; (3) the qualifications of submitted subcontractors, suppliers, and manufacturers to be used in the work; (4) data on the materials and equipment to be incorporated or used in the work; and (5) any other evaluation criteria which may be stipulated in the IFB. The proposed time of completion of the work or delivery of goods will also be considered a factor in the evaluation of bid responses.

If stipulated as a Bid requirement, Bids will only be considered if they are submitted along with an Experience Statement which shall list projects and show satisfactory completion of work of comparable type and size to the work contemplated by these Contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid. Similar Experience Statements shall be included for any subcontractors named in the Bid response.

The County reserves the right to consider cooperative contracts, and federal, state, municipal, and other governmental entities, during the evaluation process. The County may utilize a cooperative contract in lieu of making an award.

10. **Basis of Award:** The award of the contract, if awarded, shall be awarded to the lowest responsive and responsible bidder whose bid complies with all prescribed requirements. The proposed time of completion of the work or delivery of goods will also be taken into consideration.

Award of bid shall be in accordance with all applicable public procurement and purchasing laws and requests. A contract will be issued in the form of a one-time contract.

The County reserves the right, to reject any and all bids, to waive any minor irregularity or technicality in any bids received, make awards to multiple bidders, by item, group of items, all or none, or a combination thereof based on the needs of the County, and to select the offer deemed most advantageous to the County.

Award may also be based on other evaluation criteria stipulated in the solicitation.

11. **Pricing:** All pricing shall remain firm and fixed for the contractual term.
12. **Right to Protest:** Appeals and remedies are provided for in the Greene County Purchasing Policy Manual. Protestors shall seek resolution of their complaints with the Purchasing Director. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. **Out of State Contractors:** Per RSMO Sections 285.240–285.244, Greene County requires out-of-state contractors (transient employers) who do business in Greene County, Missouri to register with the Department of Revenue by submitting a Transient Employer Tax Registration Application (Form 2643T). This form can be located at <http://dor.mo.gov/forms/>. The transient employer must provide a “financial assurance instrument,” such as a cash bond, surety bond, CD, or irrevocable letter of credit issued by a state of federal institution. In addition, the contractor must provide a Missouri Certificate of Authority number issued by the Secretary of State’s Office and certify to the Department of Revenue that it has sufficient workers’ compensation insurance.

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

14. **Greene County may require a copy of the Notice of Registration prior to executing a contract with an out-of-state contractor.** If you have questions about Missouri’s transient employer law, please contact the Missouri Department of Revenue at (573)751-3958.
15. **Business Compliance:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidders certify by signing the Title/Signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:
- Registration of business name with State of Missouri Secretary of State (if applicable). Refer to sos.mo.gov
 - Certificate of authority to transact business/certificate of good standing (if applicable). Refer to sos.mo.gov

- No delinquent taxes (Example: City/County/State/Federal)
- Provide State and local certifications as required for the project/service listed in this bid document.
- Obtain Licenses and permits required to provide the products/services described in this bid document. (Example: City/County license, sales permits)
- Provide Certificate of Insurance that meets the requirements listed in this bid document.

16. **Bid Bond:** (If the project exceeds \$50,000) Submit a bid security, with the bid response, payable to Greene County, in the amount of 5% of the bid sum. Submit a bid security in the form of certified check, cashier's check, or bid bond issued by a Surety licensed to conduct business in the State of Missouri. Checks or bid bonds will be returned to all except the three lowest qualified bidders within ten (10) days after the opening of bids and the remaining checks or bid bonds will be returned within five (5) working days after Greene County and the successful bidder have executed the contract for the work.

If, within ten (10) days after the notice of acceptance of the bid, the Bidder refuses to enter into a contract or fails to furnish a Performance Bond and Labor and Materials Payment Bond, as described in these instructions to bidders, the amount of the bid security shall be forfeited to Greene County as liquidated damages, not as a penalty. The successful Bidder's security will be retained until the Agreement has been signed and the Payment and Performance bonds in the amount of 110% have been furnished.

17. **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 110% of 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.

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.

18. **Prevailing Wage:** When a public works project is less than \$75,000 Prevailing Wage statutes do not apply. Should all criteria be met for Prevailing Wage statutes; including, but not limited to, those defined in chapters 67, 290, and 292 of RSMO; the contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the Prevailing Wage statutes of Missouri, Revised Statutes of Missouri. **The current Prevailing Wage Order #31 shall be utilized for this project.** The Prevailing Wage statutes do not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. Copies can be obtained by contacting the Greene County Purchasing Department. Additional information on these statutes can also be found at www.labor.mo.gov/prevailing-wage.

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

5.0 Bid Specifications

Minimum requirements and specifications are for use in establishing general performance and quality levels, and are not meant to limit or restrict bidding.

The bidder shall clearly state any and all exceptions to the minimum requirements on the Affidavit of Compliance (see page 30, Section 10), and the County shall consider such exceptions when evaluating bid responses for award. Failure to list such exceptions shall denote that respondent has taken no exception and shall furnish equipment which is fully in compliance with the specifications contained herein.

- Greene County is seeking qualified firms to provide and install four (4) Compu-Aire CRAC Units and remove four (4) old units.
- Contractor must coordinate with the Building Operations Department regarding installation schedule. Installation of two units per server room must be completed before installation of remaining units can be installed. There are two server rooms on different floor levels. One server room must be operational at all times.
- This project will be paid in one payment upon final inspection of project unless there is prior approval by County.

Compu-Aire Replacement Units

Quantity (2) Compu-Aire CRAC Units, Model CAC-3032 - Tag: CRAC-101A/101B

CAC-3032

System 2000-Floor Mount Chilled Water

74.50" L x 40.00" W x 76.00"H

208V/3Ph/60Hz

Downflow

Top Return

Insulated Cabinet-1 "; 1.5 Lb. Insulation

System 2500 Advance Microprocessor With 7.0" Graphical Display

Audible And Visual Alarms

Display Language in English

Auxiliary Remote Dry Contacts- Qty:1- Common Alarm

BacNet Over TCP/IP Communication

Return Air Temperature and Humidity Sensor (Unit Mount)

Discharge Air Sensor

Entering Water Temperature Sensor (CW)

Chilled Water Valve Feedback To BMS

No Water Flow Alarm (Flow Switch)

"A" Frame Chilled Water (AL Fin; CU Tube) Coil with Air and Drain Vents-Special Coil: (5560420)

3-Way Modulating Valve

Stainless Steel Drain Pan with Overflow Sensor

Electric Reheat (22.5 kW; 3-Stages)

Steam Generating Modulating Humidifier-Canister Type (10.2 kW; 30 Lbs./Hr.)

Locking Disconnect Switch

Smoke Detector (Mounted in Return Air)

Condensate Pump (Unit Mount)

Backward Incline Plug Fans with Direct Drive EC Motor Assembly

2"30% (MERV-8) Filters with Alarm

16" High Return Air Plenum with Front Filter Access Panel

Filter Rack With 2"30% (MERV-8) Filters

p-Lan Network (Unit Lead-Lag; Auto Rotation)

Remote On/Off Relay

24-VAC Control Signal

Auxiliary Dry Contact-Connection to Fire Alarm

24-VAC Control Signal

Plenum Will Be Painted to Match Cabinet Color

18" High Floor Stand-Zone IV

Vibration Isolation Pads

Leak Detection (Point Type) Sensor

Assisted Start Up

One (1) Year Standard Warranty

Interconnecting CW S & R piping, check valves, wye strainer, pressure gauge, thermometer, unions, automatic flow control, strainer, ball valve, drain vents, P/T ports, spring type vibration isolators for piping.

Strainer, flow control, ball valves, P/T Ports, Circuit setters. **Reference drawing below for breakers, wire and conduit requirements for new CRAC units 101A and 101B.**



Quantity (2) Compu-Aire CRAC Units, Model CAC-1032 - Tag: CRAC-103A & CRAC-103B

System 2000-Floor Mount Chilled Water System

50.50" L X 34.50" W

x 76.00"H

208V/3Ph/60Hz

Downflow

Top Return

System 2500 Advanced Microprocessor With 7.0" Graphical Display

Audible & Visual Alarms

Display Language in English

Auxiliary Remote Contacts- Common Alarm

System 2500 Time Clock

BacNet Over TCP/IP Communication

Return Air Temperature & Humidity Sensor

Discharge (Supply Air) Sensor

Entering Water Temperature Sensor

No Water Flow Alarm (Flow Switch)

Stainless Steel Drain Pan with Overflow Sensor

3-Way Modulating Water Valve

Electric Reheat (12 kW: 2-Stages)

Steam Generating Modulating Humidifier-Canister Type (6.8 kW; 20 Lbs./Hr.)

Locking Disconnect Switch

Backward Inclined Plug Fan with Direct Drive EC Motor (5,850 CFM @ 0.5" Esp)

2"30% (MERV-8) Filters with Alarm

20" High Return Air Plenum with Front Return Grille

Additional Left Side Return Grille

Additional Right Side Return Grille

Remote On/Off Relay

"A" Frame Coil (AL Fin; Cu Tube) Configuration with Air & Drain Vents

(SP-228-166/167)

18" High Floor Stand-Zone IV

Plenum Shall Be Painted to Match Cabinet Color.

Vibration Isolation Pads

Leak Detection (Point Type) Sensor

Assisted Start Up

One (1) Year Standard Warranty

- Interconnecting CW S & R piping, check valves, wye strainer, pressure gauge, thermometer, unions, automatic flow control, strainer, ball valve, drain vents, P/T ports, spring type vibration isolators for piping.

Strainer, flow control, ball valves, P/T Ports, Circuit setters

DESCRIPTION: Compu-Aire System 2000- Chilled Water System, with Advanced Microprocessor with Graphical Touch Screen Color Display Panel, BacNet Over TCP/IP Communication and Return Air Temperature and Humidity Sensor. Cabinet/Casing, "A" Frame Chilled Water Coil with 3-Way Chilled Water Modulating Control Valve, Electric Reheat, Steam Generating Modulating Humidifier-Canister Type, Locking Disconnect Switch, Discharge Air Sensor, Entering Waer Temperature Sensor, Backward Inclined Plug Fan with Backward Inclined Plug Fans with Direct Drive EC Motors. Complete With 16" High Return Air Plenum with Filter Rack With 2"30% (MERV-8) Filters, 18" High Floor Stand, Vibration Isolation Pads and Leak Detection (Point Type) Sensor for Field Installation.

1. GENERAL: The computer room air conditioning system shall be COMPU-AIRE- self-contained factory assembled, internally wired, piped, factory run tested, and sealed. The air handling unit shall be Downflow (Top Return; Bottom Front Discharge) into raised floor airflow configuration. The system shall be factory furnished with unit mount microprocessor control panel. The System shall have a total and sensible cooling capacity as shown in the technical data sheet.

COMPU-AIRE SYSTEM 2000 CHILLED WATER SYSTEMS

2. FRAME: The frame shall be constructed of 1.5 square inch, 14-gauge, heavy duty, heliarc welded tubular steel braced for rigidity supporting mechanical fittings and components. The frame shall be primed and painted black for corrosion protection.

3. FLOOR STAND: An adjustable floor stand shall be provided to allow for ease of installation of the System 2000-Chilled Water Floor-Mounted air conditioning system. Constructed of angular welded steel with an adjustable height of 18"+/-2" high.

4. VIBRATION ISOLATION PADS: Rubber and shear for mounting pedestals.

5. CABINET: All exterior panels shall be constructed of 18-gauge reinforced furniture grade steel and shall be insulated with 1", 1-1/2 lbs. density insulation chosen for its sound absorbing properties and to comply with NFPA Standard flame spread rate, not to exceed 25. Decorative exposed external front and side panels shall be painted with standard color. The main front control panel door and the side access doors shall have compression latch with adjustable cam to seal panels to unit frame.

6. AIR BYPASS: Unit shall be equipped with built-in air bypass (adjustable) to control the maximum relative humidity and limit the temperature variation of the discharge air. Discharge air will not exceed 80% R.H. under all normal computer room operating

7. FILTRATION: Filter rack factory mounted inside the Return Air Plenum; MERV-8 air filters as measured by ASHRAE standard 53-76. The filters shall be 2" inches deep with full depth filter pleats. Filters shall be UL Class II. Filter section shall have factory installed pressure differential switch which shall sense the pressure differential between the inlet and outlet of the filter bank to indicate filter status. Filter access shall be from the front of the unit via the Return Air Plenum

8. DOWNFLOW with BOTTOM SUPPLY & TOP RETURN: Engineered for a typically computer room in-the-space application, where computer floor is available and required with return air entering through filters at top, and conditioned air leaving through bottom, discharging into a raised floor.

9. RETURN AIR PLENUM: 16" High Return air plenum constructed of heavy gauge reinforced furniture grade steel panels, front filter access panels, top return air intake painted to match the unit color.

10. FAN SECTION: Backward inclined direct drive plenum fan, single inlet, single width, centrifugal wheel with an electronic commutated external rotor motor, shall have static and dynamic balance of the complete assembly. Complete assembly will be located in the unit for easy access. The fans will be located to draw air through the filters and evaporator (cooling) coil to ensure even air distribution and efficient coil performance.

EC MOTOR: Electronic commuted motor (EC motors), maintenance-free electronic circuitry in the EC controller, high efficiency and optimal open-/closed-loop control.

ROTOR: A rotor with permanent magnets to replace the short circuit armature, an external electronic commutating unit, providing the windings with electrical current so that the motor rotates continuously and quietly.

SPEED CONTROL: Variable control attained by analog signal from 0 to 10 volts DC, continuously based on demand signal generated from selectable sensor inputs.

Note: Default minimum fan speed 60% of total CFM and fan speed is field adjustable to modulate between 25%-100%. Note: Plug fans with direct drive EC motors can be controlled through the BAS as a writable point

AIR PROVING INDICATION: Provide air proving indication utilizing internal backward inclined plug fan with EC Motor alarm system. When no air flow is detected, the system will shut down and, "No Air Flow" alarm message will be indicated on the user wall mounted display.

11. ELECTRIC REHEAT: Electric; UL rated and shall be located at the downstream side of the cooling coil. The Electric Reheat coil shall be low watt density, stainless steel fin tubular construction. Reheat operation shall be protected by dual temperature limit controls. Primary protection shall be auto reset and the secondary protection shall be fusible link type. When system is switched to the dehumidification mode, the reheat provided shall have sufficient capacity to maintain dry bulb conditions.

12. HUMIDIFIER: Humidity introduced in the BYPASS AIR for maximum efficiency,
STEAM GENERATING MODULATING HUMIDIFIER-CANISTER TYPE: The system shall be equipped with a steam generating modulating humidifier that is controlled by the microprocessor system. The humidifier has a modulating (20%-100%) output control to match its output with humidity requirement signal. It shall be complete with disposable canister, auto-flush, fill solenoid valve, pressure regulating orifice, steam distributor and electronic control circuit. Pre-piped and pre-wired electronic, electrode self-generating steam modulating type humidifier, maintenance free, standard with an automatic flush cycle that senses the current consumption of the Humidifier.

13. CHILLED WATER COIL: The Chilled Water Coil shall be "A" frame and have face area as listed in the technical data sheet. The prime surface shall be seamless copper tubes with aluminum fins. Return bends shall be made of seamless copper tube. Coils shall be tested at 300 psig. Coils are rated in accordance with ARI Standard #420. FINS: Shall be aluminum plate type, die formed fin design, and air/drain vents.

CONDENSATE DRAIN PAN: The primary condensate drain pan shall be of stainless-steel construction with nonferrous connections. The condensate drain line to be internally trapped.

CONDENSATE DRAIN PAN-WATER OVERFLOW SENSOR: Condensate pan shall be provided with a moisture sensing device which when triggered (In the event the drain gets clogged), will shut the unit off and also send a signal to the remote MCP control panel.

CHILLED WATER CONTROL VALVE: Unit shall be provided with factory piped and wired 3-Way Modulating Chilled Water Control Valve. During the chilled water-cooling mode, the microprocessor system shall modulate the chilled water valve to match the current cooling demand. Chilled water valve shall be set up as spring return normally closed; fail closed.

14. POWER PANEL: System 2000 is equipped with a high voltage panel which is easily accessible from the front of the unit and can be accessed for full service without disrupting the air flow. All wiring conforms to National Electrical Code (NEC) and UL 1995 requirements. Electrical components utilized in the control panel are UL Listed and Recognized. Each AC power circuit is individually branch circuit protected on all three phases. Each component (humidifier, motor, electric reheat stage) provide with a factory mounted and wired definite purpose contactor. The control wiring is 24 VAC low voltage.

Control panel also contains:

Fuse-block with Fuses Transformers

Circuit breakers for transformers Contactors

Ground connection

Low voltage terminal block Disconnect Switch

UNIT DISCONNECT SWITCH (LOCKING TYPE): The manual disconnect switch shall be mounted in the high voltage section of the electrical panel. The Locking Disconnect Switch shall be operational from the outside of the unit with the door closed. Access to the high voltage electric panel compartment can be obtained with the switch in the "OFF" position only.

REMOTE ON/OFF(SHUTDOWN) RELAY: Factory installed remote shutdown relay shall be provided in electrical control panel. Upon activation of this relay, the unit operation will be disabled with on screen message "REMOTE SHUT-DOWN" on the controller display.

15. ADVANCED MICROPROCESSOR-SYSTEM 2500 WITH GRAPHICAL DISPLAY: Unit shall be provided with state of art user interface, featuring 7.0" touch screen display with 1/4 VGA resolution, and a 32-bit microprocessor that provide up to 320X240 pixels in size and up to 256 colors, various animated icons, non-proportional fonts in Unicode format and trend graphs. Touch screen functions makes it easier for the user to understand and set the control parameters on System 2500 series controller.

Automatic Control Functions

System Auto or Manual Restart Sequential Load Activation Common Alarm Relay
Manual Diagnostics

Programmable Functions

Temperature Set Point (65°-85° F/18.9°-29.4° C) Temperature Sensitivity (1°-5° F, C in 0.1° Increments)
Temperature Alarm Points
Humidity Set Point (40-60%)
Humidity Sensitivity (1-10% RH in 0.1% Increments) Temperature Alarm Points
Humidity Alarm Points Unit Stage Time Delay Inter-stage Time Delay Audio Alarm
Restart Mode Fire-stat Tripped

Monitored and Displayed Functions

Current Temperature (deg. F/C) Current Humidity (% RH) Cooling
Heating Stages 1, 2 Humidification Dehumidification
Run Times for Blower, Reheat, Heat Elements, Humidifier, Dehumidification 2 Analog Inputs for Customer Supplied Sensors
Supply Air Temperature Entering Water Temperature Chilled Water Valve Feedback

Switch Functions

System On/Off Switch Menu Select Button
Alarm Silence/Program Button

Alarms:

Room Over Temperature Room Under Temperature Room Over Humidity Room Under Humidity
No Air Flow Change Filters Fire-stat Tripped
Low Voltage Alarm Temperature Sensor Failure Humidity Sensor Failure Power Failure Restart Selectable Alarm Outputs

Discharge Sensor Failure Under Floor Leak Detected

Automatic restart of unit after power loss is a standard feature of the microprocessor System 2500.

FIRESTAT: Is an internal part of the microprocessor panel with the sensing element in the Return Air. Upon activation the Fire-stat WILL IMMEDIATELY SHUT DOWN THE ENTIRE UNIT.

AUXILIARY CONTACTS FOR REMOTE ALARM: A relay with set of dry contacts shall be provided for remote alarm (common) or connection to ECMS system (By others).

SYSTEM 2500 TIME-CLOCK: Microprocessor System 2500 with Time Clock gives capability of Set Back Control for all the units.

pLAN NETWORK: The microprocessor control system shall support pLAN network which can be used to exchange information for analog, digital, and binary variables at high transmission speed. Up to 32 units can be connected, including controller and display terminals so as to share the information effectively. The following features are supported by pLAN network: unit lead lag, unit rotation-based number of days and time System, redundancy for disaster recovery Customizable alarm switch over on event, common sensor for multiple units. Multiple units can be connected together using networking cable and set each unit with its p-LAN unit id number. The network needs to be configured for how many units shall be in stand-by mode at a time, how often do they rotate (in this case 14 days) and if they need "Network Assist" mode ON for either cooling, heating, humidification or dehumidification mode? All these can be configured in the field.

RETURN AIR TEMPERATURE/HUMIDITY SENSOR (CONTROL): Unit shall be provided with all in combination return air temperature and humidity sensor in decorative enclosure The return air temperature shall interface with the microprocessor controller for precision temperature and humidity monitoring and control. Sensor shall display current temperature on display panel

DISCHARGE AIR SENSOR: NTC sensor will be factory mounted and installed at outlet of fan indicating supply air temperature. Note: Discharge air temperature monitoring can be utilized by selecting Discharge Air Sensor option.

ENTERING WATER TEMPERATURE SENSOR: NTC type sensor will be factory installed and wired at the inlet water line which will provide entering water temperature at the display panel.

PRESSURE DIFFERENTIAL SWITCH: The pressure differential water switch senses water flow based on the difference in pressure between the trip point (cut-out) and the reset point (cut-in). The range is the pressure limits within which the operating points (settings) can be adjusted.

BACNET OVER TCP/IP COMMUNICATION: Port provided in each unit for enabling all alarms to be communicated to the remote monitoring and controlling system with the date and time of occurrence. The present temperature, humidity and operating status are also transmitted.

CONDENSATE OVERFLOW SENSOR It is a solid-state water sensor. When the sensor detects the presence of moisture under the floor, the alarm system shall be activated, and the Microprocessor will de-energize the system. Condensate overflow sensor is shipped loose for field installation and connection to unit control panel by others.

16. WARRANTY: Standard one year warranty.

Controller

1. Advance 32-bit microprocessor with graphical interface.

Unit shall be provided with state of art user interface and a touch screen user interface featuring 800X480 pixels in size and up to 64K colors, various animated icons, non-proportional fonts in Unicode format and trending graphs. Touch screen functions makes it easier for the user to understand and set the control parameters on System 2500 series controller.



Figure 1. Controller with built in display



Figure 2. 7" color touch screen

2. Advance 32-bit microprocessor with built-in internal interface.

Unit shall be provided with state of art user interface through the internal LED backlit LCD screen featuring up 132x64 pixels, various animated icons, non-proportional fonts in Unicode format. Big buttons make it easier for the user to understand and set the control parameters on System 2500 series controller.

3. Controller options

Automatic controller functions

- Compressor Short Cycle Control
- System Auto or Manual Restart
- Sequential Load Activation
- Common Alarm Relay
- Manual Diagnostics
- Auto redundancy failover to standby units
- Optional selectable alarm dry relay

Programmable functions

- Temperature Set Point (65°-85° F/18.9°-29.4° C)
- Temperature Sensitivity (1°-5° F, C in 0.1° Increments)
- Humidity Set Point (40-60%)
- Humidity Sensitivity (1-10% RH in 0.1% Increments)
- Temperature Alarm Points
- Humidity Alarm Points
- Unit Stage Time Delay

CONTROLLER OPTIONS

- Inter-stage Time Delay
- Audio Alarm (internal LCD)
- Restart Mode
- Fire-stat Tripped

Monitored and display functions

- Temperature display in Fahrenheit or Celsius (°F/°C)
- Humidity (% RH)
- Cooling
- Heating Stages 1, 2
- Humidification
- Dehumidification
- Run Times for Blower, Compressors, Reheat Elements, Humidifier, Dehumidification
- 2 Analog Inputs for Customer Supplied Sensors
- Supply temperature

4. Virtual/switch functions

- System On/Off Switch
- Menu Select Button
- Alarm Silence/Program Button

5. Standard alarms

- Room over/under temperature alarms
- Room over/under humidity alarms
- No air flow
- Change filters
- Fire-stat tripped
- Sensor failure
- Power failure restart
- Compressor short cycle
- Compressor high/low Pressure alarms

6. BMS options

- a. **SNMP Port** provided in each unit for enabling all alarms to be communicated to the remote monitoring and controlling system with the date and time of occurrence. The present temperature, humidity and operating status are also transmitted. Field programming and set is required by others.
- b. **BACNET OVER ETHERNET And/Or BACNET OVER MS/TP COMMUNICATION:** Port provided in each unit for enabling all alarms to be communicated to the remote monitoring and controlling system with the date and time of occurrence. The present temperature, humidity and operating status are also transmitted.

7. Network redundancy supporting up to 32 units

- a. Lead/Lag function allows more than one units to be set as active and standby. Active units are functional and operate within its setpoints. Standby units are remained in waiting mode and ready to rotate based upon alarm events or a rotation timers.
- b. Alarm Switchover Each unit can be individual configured to switch over to the standby units based on a user selectable alarm options.
- c. Network Assist functions allow both active and standby units to work in a teamwork mode. In case of a cooling, heating, humidifying, or dehumidification is needed, standby units can become active to assist bring the room down to its setpoints. Once the room setpoints are met, the standby units return to their offline stage.

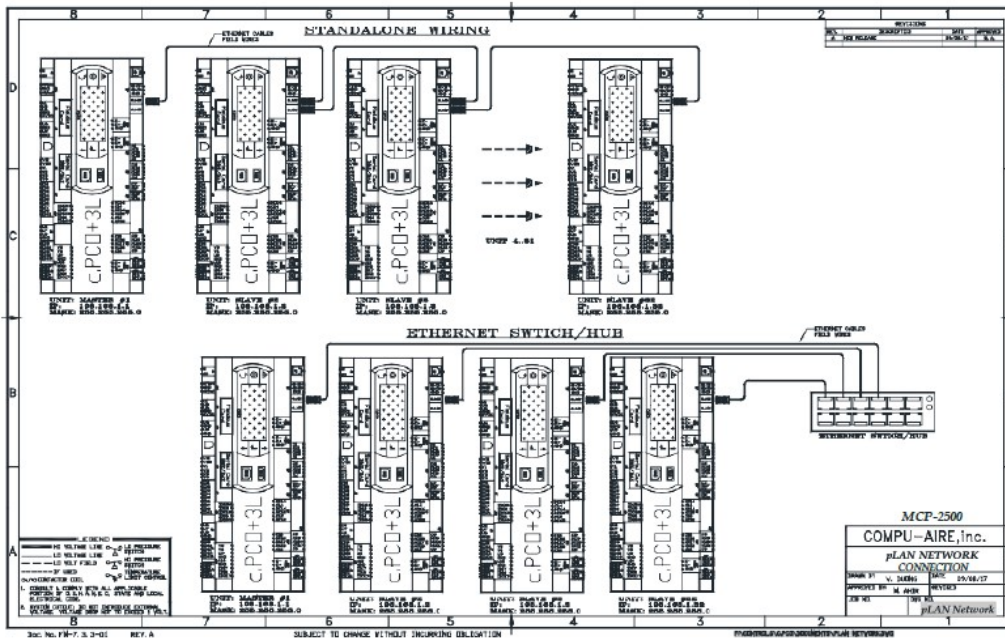
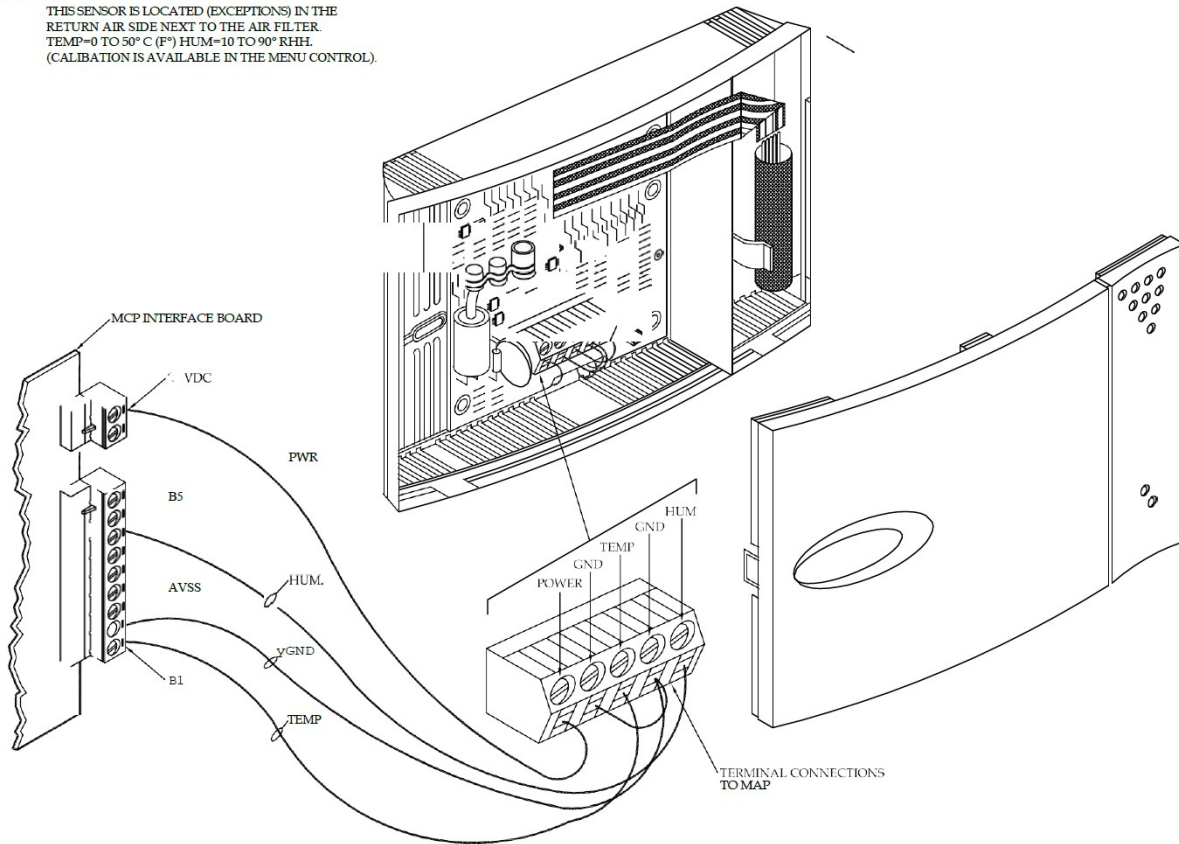


Figure 3. P-LAN network

NOTE: TEMPERATURE AND HUMIDITY SENSOR
 THIS SENSOR IS LOCATED (EXCEPTIONS) IN THE
 RETURN AIR SIDE NEXT TO THE AIR FILTER.
 TEMP=0 TO 50° C (F°) HUM=10 TO 90° RHH.
 (CALIBRATION IS AVAILABLE IN THE MENU CONTROL).



TEMP. & HUM. SENSOR
 FIGURE 3

COMPU-AIRE
 682-900-057

BACNET TCP/IP BMS POINTLIST MAPPING
For System 2500 controllers (v2.1.1)

Type	Register	R/W	Variable	Description
AnalogValue	34	R/W	Setpoint.RA_Temp.Setpoint	Return air cooling setpoint
AnalogValue	35	R/W	Setpoint.Hum.Setpoint	Return air humidity setpoint
AnalogValue	36	R/W	Setpoint.Heat.Setpoint	Heating setpoint
AnalogValue	37	R/W	Setpoint.Dehum.Setpoint	Dehumidification setpoint
AnalogValue	38	R/W	Setpoint.Econ.Setpoint	Economizer setpoint
AnalogValue	39	R/W	BMSCtrl.U1	Send an analog value every 15s to override U1 sensor output
AnalogValue	40	R/W	BMSCtrl.U2	Send an analog value every 15s to override U2 sensor output
AnalogValue	41	R/W	BMSCtrl.U3	Send an analog value every 15s to override U3 sensor output
AnalogValue	42	R/W	BMSCtrl.U4	Send an analog value every 15s to override U4 sensor output
AnalogValue	43	R/W	BMSCtrl.U5	Send an analog value every 15s to override U5 sensor output
AnalogValue	44	R/W	BMSCtrl.U6	Send an analog value every 15s to override U6 sensor output
AnalogValue	45	R/W	BMSCtrl.U7	Send an analog value every 15s to override U7 sensor output
AnalogValue	46	R/W	BMSCtrl.U8	Send an analog value every 15s to override U8 sensor output
AnalogValue	47	R/W	BMSCtrl.U9	Send an analog value every 15s to override U9 sensor output
AnalogValue	48	R/W	BMSCtrl.U10	Send an analog value every 15s to override U10 sensor output
AnalogValue	49	R/W	BMSCtrl.Y1	Send a value 0-100 to override Y1 analog output command
AnalogValue	50	R/W	BMSCtrl.Y2	Send a value 0-100 to override Y2 analog output command
AnalogValue	51	R/W	BMSCtrl.Y3	Send a value 0-100 to override Y3 analog output command
AnalogValue	52	R/W	BMSCtrl.Y4	Send a value 0-100 to override Y4 analog output command
AnalogValue	53	R/W	BMSCtrl.Y5	Send a value 0-100 to override Y5 analog output command
AnalogValue	54	R/W	BMSCtrl.Y6	Send a value 0-100 to override Y6 analog output command
AnalogValue	55	R/W	SensorUI.RAT.Variable	Return air temperature
AnalogValue	56	R/W	SensorUI.RAH.Variable	Return air humidity
AnalogValue	57	R/W	SensorUI.OAT.Variable	Outside air temperature
AnalogValue	58	R/W	SensorUI.OAH.Variable	Outside air humidity
AnalogValue	59	R/W	SensorUI.MAT.Variable	Mixed air temperature
AnalogValue	60	R/W	SensorUI.MAH.Variable	Mixed air humidity
AnalogValue	61	R/W	SensorUI.WaterIn.Variable	Water in temperature
AnalogValue	62	R/W	SensorUI.WaterOut.Variable	Water out temperature
AnalogValue	63	R/W	SensorUI.LPT_1.Variable	LP1 pressure transducer
AnalogValue	64	R/W	SensorUI.HPT_1.Variable	HP1 pressure transducer
AnalogValue	65	R/W	SensorUI.LPT_2.Variable	LP2 pressure transducer

BACNET TCP/IP BMS POINTLIST MAPPING
For System 2500 controllers (v2.1.1)

Type	Register	R/W	Variable	Description
AnalogValue	34	R/W	Setpoint.RA_Temp.Setpoint	Return air cooling setpoint
AnalogValue	35	R/W	Setpoint.Hum.Setpoint	Return air humidity setpoint
AnalogValue	36	R/W	Setpoint.Heat.Setpoint	Heating setpoint
AnalogValue	37	R/W	Setpoint.Dehum.Setpoint	Dehumidification setpoint
AnalogValue	38	R/W	Setpoint.Econ.Setpoint	Economizer setpoint
AnalogValue	39	R/W	BMSCtrl.U1	Send an analog value every 15s to override U1 sensor output
AnalogValue	40	R/W	BMSCtrl.U2	Send an analog value every 15s to override U2 sensor output
AnalogValue	41	R/W	BMSCtrl.U3	Send an analog value every 15s to override U3 sensor output
AnalogValue	42	R/W	BMSCtrl.U4	Send an analog value every 15s to override U4 sensor output
AnalogValue	43	R/W	BMSCtrl.U5	Send an analog value every 15s to override U5 sensor output
AnalogValue	44	R/W	BMSCtrl.U6	Send an analog value every 15s to override U6 sensor output
AnalogValue	45	R/W	BMSCtrl.U7	Send an analog value every 15s to override U7 sensor output
AnalogValue	46	R/W	BMSCtrl.U8	Send an analog value every 15s to override U8 sensor output
AnalogValue	47	R/W	BMSCtrl.U9	Send an analog value every 15s to override U9 sensor output
AnalogValue	48	R/W	BMSCtrl.U10	Send an analog value every 15s to override U10 sensor output
AnalogValue	49	R/W	BMSCtrl.Y1	Send a value 0-100 to override Y1 analog output command
AnalogValue	50	R/W	BMSCtrl.Y2	Send a value 0-100 to override Y2 analog output command
AnalogValue	51	R/W	BMSCtrl.Y3	Send a value 0-100 to override Y3 analog output command
AnalogValue	52	R/W	BMSCtrl.Y4	Send a value 0-100 to override Y4 analog output command
AnalogValue	53	R/W	BMSCtrl.Y5	Send a value 0-100 to override Y5 analog output command
AnalogValue	54	R/W	BMSCtrl.Y6	Send a value 0-100 to override Y6 analog output command
AnalogValue	55	R/W	SensorUI.RAT.Variable	Return air temperature
AnalogValue	56	R/W	SensorUI.RAH.Variable	Return air humidity
AnalogValue	57	R/W	SensorUI.OAT.Variable	Outside air temperature
AnalogValue	58	R/W	SensorUI.OAH.Variable	Outside air humidity
AnalogValue	59	R/W	SensorUI.MAT.Variable	Mixed air temperature
AnalogValue	60	R/W	SensorUI.MAH.Variable	Mixed air humidity
AnalogValue	61	R/W	SensorUI.WaterIn.Variable	Water in temperature
AnalogValue	62	R/W	SensorUI.WaterOut.Variable	Water out temperature
AnalogValue	63	R/W	SensorUI.LPT_1.Variable	LP1 pressure transducer
AnalogValue	64	R/W	SensorUI.HPT_1.Variable	HP1 pressure transducer
AnalogValue	65	R/W	SensorUI.LPT_2.Variable	LP2 pressure transducer

BACNET TCP/IP BMS POINTLIST MAPPING
For System 2500 controllers (v2.1.1)

Type	Register	R/W	Variable	Description
AnalogValue	128	R/W	Setpoint.ECoil.Setpoint	Leaving air temperature for cooling coil setpoint (optional)
AnalogValue	129	R/W	Setpoint.HCoil.Setpoint	Leaving air temperature for heating coil setpoint (optional)
AnalogValue	138	R	SensorUI.ZoneTemp.Variable	Zone temperature sensor
AnalogValue	139	R	SensorUI.ZoneHum.Variable	Zone humidity sensor
AnalogValue	145	R	HoursCounterMng.BMSRunHour.Fan	Supply fan run hours
AnalogValue	146	R/W	Demands.SupplyFan	Supply fan speed
AnalogValue	147	R/W	Demands.Cool	Cooling demand (0-100%)
AnalogValue	148	R/W	Demands.Heat	Heating demand (0-100%)
AnalogValue	149	R/W	Demands.Hum	Huming demand (0-100%)
AnalogValue	150	R/W	Demands.ChilledWater	Chilled water speed
AnalogValue	151	R/W	Demands.Econ	Econing demand (0-100%)
AnalogValue	152	R/W	Setpoint.RA_Temp.AlarmLo	Low temperature alarm setpoint
AnalogValue	153	R/W	Setpoint.RA_Temp.AlarmHi	High temperature alarm setpoint
AnalogValue	154	R/W	Setpoint.Hum.AlarmLo	Low humidity alarm setpoint
AnalogValue	155	R/W	Setpoint.Hum.AlarmHi	High humidity alarm setpoint
AnalogValue	156	R	CtrlOutput.CFM	Blower CFM
AnalogValue	157	R	HoursCounterMng.BMSRunHour.Compressor1	Compressor 1 run hours
AnalogValue	158	R	HoursCounterMng.BMSRunHour.Compressor2	Compressor 2 run hours
AnalogValue	159	R	HoursCounterMng.BMSRunHour.Humidifier	Humidifier run hours
AnalogValue	160	R	HoursCounterMng.BMSRunHour.Heat1	Heat 1 run hours
AnalogValue	161	R	HoursCounterMng.BMSRunHour.Heat2	Heat 2 run hours
AnalogValue	162	R	HoursCounterMng.BMSRunHour.Heat3	Heat 3 run hours
AnalogValue	163	R	HoursCounterMng.BMSRunHour.Heat4	Heat 4 run hours
AnalogValue	164	R	HoursCounterMng.BMSRunHour.Heat5	Heat 5 run hours
AnalogValue	165	R/W	Demand_Outputs.Setpoint_MixedAir	Mixed air temperature setpoint
AnalogValue	166	R	SensorUI.HW_FB.Variable	Hot water feed back valve position
AnalogValue	168	R/W	Setpoint.DA_Temp.Setpoint	Discharge air temperature setpoint - Setpoint
AnalogValue	169	R/W	SetpointDAT_Reset.Cool.LowSet	Discharge air temp reset - Setpoint reset - Low setpoint
AnalogValue	170	R/W	SetpointDAT_Reset.Cool.HighSet	Discharge air temp reset - Setpoint reset - high setpoint
AnalogValue	171	R/W	SetpointDAT_Reset.Cool.SensorLow	Discharge air temp reset - Setpoint reset - Reset sensor low limit
AnalogValue	172	R/W	SetpointDAT_Reset.Cool.SensorHigh	Discharge air temp reset - Setpoint reset - Reset sensor high limit
AnalogValue	173	R	SetpointDAT_Reset.Cool.CalculatedSetpoint	Discharge air temp reset - Setpoint reset - Calculated reset setpoint

BACNET TCP/IP BMS POINTLIST MAPPING
For System 2500 controllers (v2.1.1)

Type	Register	R/W	Variable	Description
AnalogValue	174	R/W	SetpointDAT_Reset.Heat.LowSet	Discharge air temp reset - Setpoint reset - Low setpoint
AnalogValue	175	R/W	SetpointDAT_Reset.Heat.HighSet	Discharge air temp reset - Setpoint reset - high setpoint
AnalogValue	176	R/W	SetpointDAT_Reset.Heat.SensorLow	Discharge air temp reset - Setpoint reset - Reset sensor low limit
AnalogValue	177	R/W	SetpointDAT_Reset.Heat.SensorHigh	Discharge air temp reset - Setpoint reset - Reset sensor high limit
AnalogValue	178	R	SetpointDAT_Reset.Heat.CalculatedSetpoint	Discharge air temp reset - Setpoint reset - Calculated reset setpoint
AnalogValue	179	R/W	SetpointDAT_Reset.LCT.LowSet	Discharge air temp reset - LCT setpoint reset for cooling coil - Low setpoint
AnalogValue	180	R/W	SetpointDAT_Reset.LCT.HighSet	Discharge air temp reset - LCT setpoint reset for cooling coil - high setpoint
AnalogValue	181	R/W	SetpointDAT_Reset.LCT.SensorLow	Discharge air temp reset - LCT setpoint reset for cooling coil - Reset sensor low limit
AnalogValue	182	R/W	SetpointDAT_Reset.LCT.SensorHigh	Discharge air temp reset - LCT setpoint reset for cooling coil - Reset sensor high limit
AnalogValue	183	R	SetpointDAT_Reset.LCT.CalculatedSetpoint	Discharge air temp reset - LCT setpoint reset for cooling coil - Calculated reset setpoint
AnalogValue	184	R	SensorUI.LCT_AUX.Variable	Leaving coil aux coil temp
AnalogValue	185	R/W	Setpoint.LCT_Aux.Setpoint	LCT aux coil setpoint - Setpoint
AnalogValue	188	R	SensorUI.DAH.Variable	Discharge air humidity
AnalogValue	197	R/W	Setpoint.ZoneTemp.AlarmHi	Optional zone temperature high alarm setpoint
AnalogValue	198	R/W	Setpoint.ZoneTemp.AlarmLo	Optional zone temperature low alarm setpoint
AnalogValue	199	R/W	Setpoint.ZoneHum.AlarmHi	Optional zone humidity high alarm setpoint
AnalogValue	200	R/W	Setpoint.ZoneHum.AlarmLo	Optional zone humidity low alarm setpoint
AnalogValue	203	R	SensorUI.A2LGasSensor.Variable	Optional refrigerant leak sensor reading (%LFL)
BinaryValue	0	R/W	OnOffUnitMng.KeybOnOff	System on/off
BinaryValue	1	R/W	AlarmMng.AlrmResByPGD1	Global alarm reset
BinaryValue	2	R	CtrlOutput.Evap_DO	Evap fan active
BinaryValue	3	R	CtrlOutput.Heat1_DO	Heater 1 active
BinaryValue	4	R	CtrlOutput.Heat2_DO	Heater 2 active
BinaryValue	5	R	CtrlOutput.Heat3_DO	Heater 3 active
BinaryValue	6	R	CtrlOutput.Heat4_DO	Heater 4 active
BinaryValue	7	R	CtrlOutput.Heat5_DO	Heater 5 active
BinaryValue	8	R	CtrlOutput.Comp1_DO	Compressor 1 active
BinaryValue	9	R	CtrlOutput.Comp2_DO	Compressor 2 active
BinaryValue	10	R	CtrlOutput.Hum_DO	Humidifier active
BinaryValue	11	R	CtrlOutput.Dehum_DO	Dehum active
BinaryValue	12	R	CtrlOutput.S_Alarm	Selectable alarm active
BinaryValue	13	R	CtrlOutput.G_Alarm	Global alarm active

BACNET TCP/IP BMS POINTLIST MAPPING
For System 2500 controllers (v2.1.1)

Type	Register	R/W	Variable	Description
BinaryValue	14	R/W	AI_C1Pumpdown.Active	C1 pumpdown alarm
BinaryValue	15	R/W	AI_C2Pumpdown.Active	C2 pumpdown alarm
BinaryValue	16	R/W	AI_HP1.Active	High pressure 1 alarm
BinaryValue	17	R/W	AI_LP1.Active	Low pressure 1 alarm
BinaryValue	18	R/W	AI_HP2.Active	High pressure 2 alarm
BinaryValue	19	R/W	AI_LP2.Active	Low pressure 2 alarm
BinaryValue	20	R/W	AI_WaterFlow.Active	Water flow alarm
BinaryValue	21	R/W	AI_NAF.Active	No air flow alarm
BinaryValue	22	R/W	AI_Smoke.Active	Smoke alarm
BinaryValue	23	R/W	AI_Heat.Active	Heater overload alarm
BinaryValue	24	R/W	AI_WOF.Active	Condensate (Water on floor) alarm
BinaryValue	25	R/W	AI_Filter.Active	RA filter alarm
BinaryValue	26	R/W	AI_FOL.Active	Fan overload alarm
BinaryValue	27	R/W	AI_Pump.Active	Condensate pump alarm
BinaryValue	28	R/W	AI_NWF.Active	No water flow alarm
BinaryValue	29	R/W	AI_RATLo.Active	Return air low temp alarm
BinaryValue	30	R/W	AI_RATHi.Active	Return air high temp alarm
BinaryValue	31	R/W	AI_DATLo.Active	Discharge air low temp alarm
BinaryValue	32	R/W	AI_DATHi.Active	Discharge air high temp alarm
BinaryValue	33	R/W	UnitActive	Unit active
BinaryValue	90	R/W	AI_SAFilter.Active	Supply air filter alarm
BinaryValue	92	R/W	AI_Condenser.Active	Condenser alarm status
BinaryValue	93	R/W	AI_User1.Active	User 1 alarm
BinaryValue	94	R/W	AI_User2.Active	User 2 alarm
BinaryValue	95	R/W	AI_User3.Active	User 3 alarm
BinaryValue	96	R/W	AI_ColdAisleHi.Active	Cold aisle high temperature alarm
BinaryValue	97	R/W	AI_ColdAisleLo.Active	Cold aisle low temperature alarm
BinaryValue	98	R/W	AI_RACriticalHi.Active	critical high return air temperature alarm
BinaryValue	99	R/W	AI_RACriticalLo.Active	Critical low return air temperature alarm
BinaryValue	100	R/W	AI_RHCriticalHi.Active	Critical high return air humidity alarm
BinaryValue	101	R/W	AI_RHCriticalLo.Active	Critical low return air humidity alarm
BinaryValue	102	R/W	OnOffUnitMng.BmsStandby	Standby mode. Send a 15s period square wave to maintain standby status. Unit becomes active if this

BACNET TCP/IP BMS POINTLIST MAPPING
For System 2500 controllers (v2.1.1)

Type	Register	R/W	Variable	Description
BinaryValue	103	R/W	AI_RAHLo.Active	Low room humidity alarm
BinaryValue	104	R/W	AI_RAHHi.Active	High room humidity alarm
BinaryValue	105	R/W	NightSetBack.Enable	Night setback 7 days schedule enable
BinaryValue	106	R	NightSetBack.ScheduleOn	Night setback schedule is ON
BinaryValue	107	R	NightSetBack.ScheduleOff	Night setback schedule is OFF
BinaryValue	120	R/W	Alarm_Logics.BMS_HeartBeat	BMS heartbeat. Send a 30second square wave to sync. This option must be enable at the local terminals
BinaryValue	122	R	CtrlOutput.Comp3_DO	Compressor 3 active
BinaryValue	123	R	CtrlOutput.Comp4_DO	Compressor 4 active
BinaryValue	124	R	AI_HP3.Active	Compressor 3 high pressure alarm
BinaryValue	125	R	AI_HP4.Active	Compressor 4 high pressure alarm
BinaryValue	126	R	AI_LP3.Active	Compressor 3 low pressure alarm
BinaryValue	127	R	AI_LP4.Active	Compressor 4 low pressure alarm
BinaryValue	130	R	AI_User4.Active	User 4 alarm
BinaryValue	131	R	IO_Digital_Inputs.StatusDI.CondFan	Condenser fan status (1=ON, 0=OFF)
BinaryValue	132	R	IO_Digital_Inputs.StatusDI.Comp1	Compressor CT SW 1 status (1=ON, 0=OFF)
BinaryValue	133	R	IO_Digital_Inputs.StatusDI.Comp2	Compressor CT SW 2 status (1=ON, 0=OFF)
BinaryValue	134	R	AI_ESPLow.Active	Static pressure low alarm (1=ON, 0=OFF)
BinaryValue	135	R	AI_ESPHigh.Active	Static pressure high alarm (1=ON, 0=OFF)
BinaryValue	136	R	AI_SAFanAlarm.Active	Low air flow alarm
BinaryValue	137	R	IO_Digital_Inputs.StatusDI.SupplyFan	Supply fan feedback status (1=ON, 0=OFF)
BinaryValue	140	R	AI_ZoneTempHi.Active	Zone high temperature alarm
BinaryValue	141	R	AI_ZoneTempLo.Active	Zone low temperature alarm
BinaryValue	142	R	AI_ZoneHumHi.Active	Zone high humidity alarm
BinaryValue	143	R	AI_ZoneHumLo.Active	Zone low humidity alarm
BinaryValue	144	R	AI_CO2Hi.Active	High carbon dioxide (CO2) alarm
BinaryValue	167	R	ReliefFan.Active	Exhaust / Relief fan status (1=ON, 0=OFF)
BinaryValue	186	R	GlueLogic.CompAlarm	Common compressor alarm for all compressors
BinaryValue	187	R	AI_DX_HiLAT.Active	LAT hi. Switched to CW. - Alarm status
BinaryValue	189	R	AI_Shutdown.C1_AI	Compressor 1 alarm
BinaryValue	190	R	AI_Shutdown.C2_AI	compressor 2 alarm
BinaryValue	191	R	AI_Shutdown.C3_AI	Compressor 3 alarm
BinaryValue	192	R	AI_Shutdown.C4_AI	Compressor 4 alarm

BACNET TCP/IP BMS POINTLIST MAPPING
For System 2500 controllers (v2.1.1)

Type	Register	R/W	Variable	Description
BinaryValue	193	R	AI_PowerFailure.Active	AC power failed
BinaryValue	194	R	AI_RAT_Sensor.Active	Return air temperature sensor failed
BinaryValue	195	R	AI_RAH_Sensor.Active	Return air humidity sensor failed
BinaryValue	196	R	AI_DeHum.Active	Dehumidification failed
BinaryValue	204	R	AI_RefLeak.Active	Refrigerant leak alarm (1=ON, 0=OFF)

6.0 Contractual Requirements

1. A purchase order or contract issued to the successful bidder shall be governed by the United States and Missouri Uniform Commercial Code, and all laws of the State of Missouri as adopted and in force on the date of the Agreement.
2. Items and/or services are to be furnished as described in the bid document and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the bid document or the Contractor's response, the bid document shall govern.
3. Contractor proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in contractor's bid response. All related costs associated with completion of the project specified shall be considered by both Contractor and County to be included within the price submitted. The County shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be at destination, and will be made by an authorized representative of the County. Until delivery and final acceptance, risk of loss will be the obligation of the Seller unless loss results from negligence of the County.

5. Contractor shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Contractor to comply with said laws, and any deviation from said laws will subject Contractor to the penalties set forth.
6. Issuance of contract shall be contingent upon submission by contractor of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director electronically or by registered or certified mail. Contractor shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the County harmless there from.
7. In addition to any insurance required hereunder, contractor shall agree to reimburse the County for any damage done to County property which occurs during performance of the contract.
8. It is the responsibility of the Contractor to complete the project as described herein, incorporating suitable materials, and Contractor shall be solely responsible for the performance of workmanship and materials.
9. FINANCIAL TERMS: Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor agrees to provide supporting documentation for invoicing as requested by County.
10. Sales/Use Tax Exemption: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Greene County and contain the project number and the contract number assigned by Greene County. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
11. Additions, Deletions, Changes: No one can authorize any additions, deletions, or changes to the work, before or during term of the contract, unless approved written change orders have been issued by the Purchasing Department. The County will not be responsible for any additional charges unless authorized written change order has been issued.

7.0 Pricing Form

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

Bid Item	Qty	Unit Type	Description	Amount per Unit	Extended Amount
1.	2	Each	Compu-Aire CRAC units, CAC-3032, 74.50" L x 40.00" W x 76.00" H	\$ _____	\$ _____
2.	1	Each	Installation of CAC-3032 (Location: Basement)	\$ _____	\$ _____
3.	1	Each	Remove and dispose of existing two Compu-Aire Units	\$ _____	\$ _____
4.	2	Each	Compu-Aire CRAC Units, CAC-1032, 50.50" L x 34.50" W x 76.00" H	\$ _____	\$ _____
5.	1	Each	Installation of CAC-1032 (Location: 911 Dept)	\$ _____	\$ _____
6.	1	Each	Remove and dispose of existing two Compu-Aire Units	\$ _____	\$ _____
7.			Number of Days to complete project	# of days to obtain equipment _____	# of days to complete service _____
TOTAL BID PRICE – For all Contractor's services, labor, materials, tools, equipment, supplies, transportation and all other items and facilities necessary to complete the work specified:				\$ _____	

The pricing quoted above will be effective until contract execution or at least 90 days.

Additional Purchases by Other Public Agencies:

If awarded a contract via this solicitation, will you or your company agree to extend the utilization of said contract and its pricing to other public entities?

_____ Yes _____ No

Bidder's Name _____

8.0 Bidder References

Bidder Name: _____

How many years has your firm been in business? _____ Years

List references and prior experience; preferably with other government entities, in the last 3–5-year period; that your entity/company provided commodities or services of the same type and size to the project being proposed.

Entity Name: _____

Entity Name: _____

Address: _____

Address: _____

Tel No.: _____

Tel No.: _____

Contact Person & Title: _____

Contact Person & Title: _____

Email: _____

Email: _____

Description of Work Performed: _____

Description of Work Performed: _____

Contract Amount: _____

Contract Amount: _____

Completion Date: _____

Completion Date: _____

Entity Name: _____

Entity Name: _____

Address: _____

Address: _____

Tel No.: _____

Tel No.: _____

Contact Person & Title: _____

Contact Person & Title: _____

Email: _____

Email: _____

Description of Work Performed: _____

Description of Work Performed: _____

Contract Amount: _____

Contract Amount: _____

Completion Date: _____

Completion Date: _____

9.0 Diverse Vendor Identification

Business Name: _____
Registered through the Missouri Secretary of State's Office: Yes ____ No ____
If not registered through the Missouri Secretary of State, which state, if any? _____
Date Registered (if applicable): _____
Majority Business Owner(s) Name(s): _____

_____ (all listed will sign below)

DUNS Number (if known): _____

NAICS Code: _____

The majority business owner(s) are (check all that apply):

- Woman Owned
- Minority Owned
- Veteran Owned Do you have a service-related disability? Yes__ (rating % _____) No ____

In checking the above box(es), I certify the following regarding the owner (woman, minority, veteran):

1. The owner unconditionally owns at least 51% of the business.
2. The owner has day-to-day management and leadership responsibilities for the business.
3. The owner works in the business full time as needed for the business.
4. The owner ultimately makes long-term strategic decisions for the business.
5. The owner holds any required licenses and has the ability and skills to manage a business of similar complexity.

If the business is certified by a governing body, please check the box below and answer the following information regarding the expiration date:

- WBE (Woman) Certified through the State of _____ Expiration Date _____
- MBE (Minority) Certified through the State of _____ Expiration Date _____
- Service-Disabled Veteran Certified through _____ Expiration Date _____
- DBE (Disadvantaged) through which body? _____ Expiration Date _____

If not certified through one of the above certifying agencies, I plan ____ do not plan ____ on applying for this certification. If I plan on applying, I would estimate to begin this certification process no later than this date: _____.

I certify by my signature below that the above statements are true. If I am found to have made any false statements, I realize that my business may not be eligible to business with Greene County Missouri into the future.

Name (Print)

Date

Name (Sign)

Title

10.0 Affidavit of Compliance

To be submitted with the vendor's/contractor's Bid.

_____ We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms, and conditions of this Bid unless otherwise stipulated herein.

Company Name: _____

Telephone Number: _____

By: _____
Authorized Person's Signature)

Email: _____

(Print or type name and title of Signer)

(Company Street/P.O. Box Address)

Federal Tax ID No.: _____

(City, State, Zip Code)

Date: _____



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

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

11.0 Sample Contract:

This is a sample Agreement for Contract Services. This sample is provided for illustrative purposes only. The County reserves the right to submit a contract which differs from the following example.

Greene County
Purchasing Department
1443 N Robberson, Suite 1000
Springfield, MO 65802
PH: 417-868-4012

Contractor
Company Name
Attn:
Address
PH:
Email:

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of ____ day of _____, 20____ (Date of last County signature), by and between the County of Greene, ("County"), and the Contractor identified on page one of this document ("Contractor").

WITNESSETH:

THAT WHEREAS, Greene County desires to engage the "Contractor" to provide Four Compu-Aire CRAC Units including installation and removal/disposal of old units described in **Invitation for Bid #25-11098** which is attached hereto and incorporated herein as **EXHIBIT A**; and

WHEREAS, the "Contractor" submitted a bid response and said bid response is attached hereto and incorporated herein as **EXHIBIT B**; and

WHEREAS, the County desires to engage the "Contractor" to provide such goods or perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

PART A – FUNDAMENTAL TERMS

1. **Location of Project:** Greene County Public Safety Center, 330 W Scott St, Springfield, MO 65802
2. **Description of Services/Goods to be Provided:** Four Compu-Aire CRAC Units including installation and removal/disposal of old units.
3. **Manner and Time for Completion:** The Contractor will furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform all said work at the Contractor's own expense in accordance with the contract documents and any applicable local regulations and state and federal laws, and to achieve Substantial Completion within ____ calendar days and the final completion within 30 days from the date Contractor is ordered to proceed.
4. **Amount Not to Exceed:** It is expressly understood that in no event will the total compensation to be paid to the Contractor under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of _____ Dollars (\$_____). If additional services are requested by the County, the Contractor will prepare and submit to the County an estimate of the

total cost associated with such additional services. The County will review and approve in writing the cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the Contractor for such approved additional services shall not exceed the approved amount. The Contractor's fees for additional services shall be billed on an hourly basis at the Contractor's current standard rates, which will in no event exceed the amount approved by the County in writing for such additional services.

5. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.
6. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART B - GENERAL PROVISIONS

1. **Services:** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown in the bid specifications, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the bid specifications, the installation) of such goods, supplies, equipment or personal property.
2. **Changes and Additions to Services:** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the bid document or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor.
3. **Standard of Performance:** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
4. **Performance to Satisfaction of County:** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
5. **Instructions from County:** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the bid document shall not be performed without the prior written approval of the County's Representative.
6. **Familiarity with Work:** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
7. **Prohibition Against Subcontracting or Assignment:** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or

encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.

8. **Compensation:** Compensation to be paid to the Contractor is as set forth in the Contractor's bid. Contractor shall be compensated in accordance with the terms of the budget. Included in the budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.
9. **Records and Reports:** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

PART C - LEGAL RELATIONS AND RESPONSIBILITIES

1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: The Clean Water, Clean Air, and Copeland (Anti-kickback) and Missouri Domestic Product Procurement Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the Prevailing Wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri. In accordance with RSMO 34.350-34.359, also known as the Missouri Domestic Product Procurement Act (MDPPA), the Contractor agrees to furnish all goods and materials from United States proprietors. The MDPPA applies when any purchase exceeds \$25,000 of manufactured goods or commodities that are used in a public works project.
2. **Licenses, Permits, Fees and Assessments:** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
3. **Non-Discrimination Assurance:** With regard to work under this Agreement, the Contractor agrees as follows:
 - a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
 - c. **Solicitations for Subcontracts, including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential

subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

- d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
 - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.
4. **Section 285.530(2) RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 the Contractor shall provide County an acceptable notarized Affidavit stating:
- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services. 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.
5. **Section 34.600: This section shall be known as the "Anti-Discrimination Against Israel Act**
Pursuant to RSMo. §34.600, (Greene 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 Greene County, Missouri 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 precedent required as a condition of award. See Attachment III.
6. **Independent Contractor:** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

7. **Use of Patented Materials:** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and hold the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
8. **Proprietary Information:** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
9. **Retention of Funds:** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
10. **Termination by County:** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the budget.
11. **Right to Stop Work; Termination by Contractor:** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of this Agreement, Part C, Paragraph No. 10 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
12. **Waiver:** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
13. **Legal Actions:** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
14. **Rights and Remedies are Cumulative:** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

15. **Attorneys' Fees:** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
16. **Force Majeure:** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to Part C, Paragraph No. 15.
17. **Non-liability of County Employees:** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
18. **Conflicts of Interest:** No official, employee, agent, representative or volunteer of the County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State, or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect Contractor shall not acquire or otherwise obtain any interest direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this agreement.
19. **Construction and Amendment:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
20. **Severability:** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
21. **Authority:** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
22. **Special Provisions:** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in this Agreement.

**SAMPLE AGREEMENT ONLY – DO NOT SUBMIT WITH BID RESPONSE. IF AWARDED,
CONTRACTOR SIGNATURE WILL BE REQUESTED.**

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

COUNTY OF GREENE

CONTRACTOR

By: _____
Purchasing Director

Date: _____

By: _____
Greene County Administrator

Date: _____

By: _____
Presiding Commissioner

Date: _____

By: _____
Commissioner District 1

Date: _____

By: _____
Commissioner District 2

Date: _____

By: _____

Title: _____

Date: _____

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

AUDITOR CERTIFICATION

Date

12.0 Insurance Requirements and Indemnification

1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the awarded contract.
2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and with companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
3. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County of at least \$3,448,710.00 for all claims arising out of a single accident or occurrence, covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
4. **Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
5. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of at least \$3,448,710.00 for all claims arising out of a single accident or occurrence, covering both bodily injuries, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
6. **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance for each policy which name the County, its elected officials and employees as additional named insureds in an amount as required in this paragraph and sufficient to cover sovereign immunity limits for Missouri public entities (\$3,448,710.00 per occurrence for 2025) as calculated by the Missouri Department of Insurance, and published annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance.
7. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants

having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.

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

8. Non-Waiver of Sovereign Immunity:

- a) County does not waive or intend to waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.
- b) To the extent that Contractor is required to provide any insurance coverage to County or its officials, officers or employees, that coverage may not waive any immunity of any kind. **Any certificate of insurance issued to or for County should state that the insurance provided is not a waiver, and is not intended to waive, any immunity, (sovereign, official or other).** Further, Contractor's insurer(s) shall acknowledge that their coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state, or local law, ordinance or custom.

For example, the **Certificate of Insurance from a 3rd party liability insurance carrier providing a liability insurance policy procured and maintained by the Contractor, which shall name County as an additional insured, shall state in the "Additional Remarks" section: "County does not waive or intend to waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. The insurance provided in this policy, which names County as an additional insured, is not a waiver, and is not intended to waive, any immunity (sovereign, official or other) of County. Contractor's Insurer(s) acknowledges this coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri by any federal, state, or local law, ordinance or custom."**

**13.0 Notice and Instructions to Bidders
Regarding Sections 285.525 through 285.550 RSMo, Effective January 1, 2009 and Section 292.675
RSMo, Effective August 28, 2009**

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

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

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

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

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

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signature page from E-Verify program's Memo of Understanding (MOU). See attached sample on pages 28-29.

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

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

Section 34.600: This section shall be known as the "Anti-Discrimination Against Israel Act

Pursuant to RSMo. §34.600, (Greene 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 Greene County, Missouri 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.



14.0 E-Verify Affidavit

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

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

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

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

Signature

Name: _____

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public

My commission expires: _____

SEAL:

15.0 Sample E-Verify Signature Page

You are required to submit your E-Verify Signature Page with your bid submission
(See example below)



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	
Number of Employees	
Number of Sites Verified for	

SAMPLE

17.0 Affidavit of Compliance with Section 34.600 R.S.MO., ET SEQ.

For Contracts Over \$100,000.00

STATE OF _____

COUNTY OF _____

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

_____, personally appeared _____ (*Name*) who is

_____ (*Title*) of _____ (*Name of Company*)

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

- 1) that pursuant to RSMo. §34.600. Company is not currently engaged in, and shall not, for the duration of the contract with Greene County Missouri engage in a "boycott of the State of Israel" (as defined in RSMo. §34.600) in regards to:
 - a. Good or services from the State of Israel;
 - b. Companies doing business in, or with, the State of Israel
 - c. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
 - d. Persons or entities doing business in the State of Israel.

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

Signature

Name

18.0 Terms and Conditions

1. **PREPARATION OF BIDS:** Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions of the Invitation for Bid. Failure to do so will be at bidder's risk. In case of an error in extension, the unit price (s) will govern. Said Unit Price shall be utilized by the County to calculate the correct Extended Price for determining potential award.

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for informational purposes only, and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid forms.

All supplies and equipment offered in a bid must be new and of current production unless the Invitation for Bid clearly specifies that used or re-conditioned supplies or equipment may be offered.

Firm prices shall be bid and include all packing, handling, and shipping charges.

Unless otherwise indicated, prices submitted shall be firm for acceptance for ninety days from bid opening and for the specified contract period.

2. **SUBMISSION OF BIDS:** A bid submitted by a bidder must (1) be manually signed by the Bidder on the Greene County Invitation for Bid Title Page, (2) contain all information required by the Invitation for Bid, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the Purchasing Department and officially clocked in no later than the exact time and date specified in the solicitation.

The sealed envelope or container of the bid submittal should clearly be marked on the outside of the container with (1) the official Invitation for Bid number, and (2) the official opening date and time.

3. **MODIFICATION OR WITHDRAWAL OF BIDS:** A bid may be modified or withdrawn by written notice received prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the Bidder or his authorized representative provided proper identification is presented before the official opening date and time. Verbal phone requests to withdraw or modify a bid will not be considered. After official opening date and time, no bid may be modified or withdrawn.
4. **NO BIDS AND FUTURE SOLICITATIONS:** If no bid is to be submitted, the bid should be marked "NO BID" and returned in order to maintain the bidders name on file for future solicitations. If a bidder fails to respond to a reasonable number of bids without returning a "NO BID", the Purchasing Department reserves the right to delete the Bidder from the vendor file for future solicitations.
5. **COLLUSION:** By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever.
6. **BID OPENING:** Bid openings are public on the date and at the time specified on the bid document. It is the bidder's responsibility to assure that their bid response is delivered by the bid opening time to the office of the Purchasing Department. Bids which for any reason are not so delivered will not be considered. Offers by email, telephone, or facsimile will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

7. **AWARDS:** By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri, when all other factors are equal.

Cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

As the best interest of Greene County may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof, with one or more suppliers; to reject any and all bids, or waive any minor irregularity or technicality in bids received.

Awards will be made to the Bidder whose bid (1) meets the specifications and all other requirements of the Invitation for Bid, and (2) is the lowest, responsive and responsible bid. All awards will be made by written notification from an authorized agent of the Greene County Purchasing Department.

Each bid received with the understanding that the acceptance in writing by Greene County of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the bidder and Greene County and shall bind the Bidder to furnish and deliver at the price in accordance with the conditions of said accepted bid and detailed specifications.

8. **CLARIFICATION OF REQUIREMENTS:** It is the intent and purpose of Greene County, Missouri that this Invitation for Bid permits competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Department if any language, requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Director not later than seven (7) days prior to the closing date. A review will be made of any such notifications.

9. **Binding Contract:** If it is determined that a contract be issued via this solicitation, the contract between the County and the Contractor shall consist of (1) the applicable contract document, (2) the Invitation for Bid, and any addenda thereto and, (3) the Bidder's Bid, as accepted, submitted in response to the Invitation for Bid.

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the County. Changes, additions or modifications thereto must be in writing and signed by an authorized employee of the Purchasing Department of Greene County.

10. **Quantities:** The County shall assume no obligation for goods and/ or services provided in excess of the quantity ordered. Unauthorized quantities are subject to the County's rejection and shall be returned at the Seller's expense.
11. **Delivery:** If delivery of goods and/ or services rendered are not made within the time initially agreed upon, in writing or by verbal agreement with the written agreement taking precedent over the verbal agreement, by the two parties, the County reserves the right to cancel or to purchase goods and/or services elsewhere. Seller may be liable for re-procurement cost.
12. **Shipment:** Deliveries shall be F.O.B. destination unless otherwise specified by the County.
13. **Invoices:** An original and remittance copy of the invoice shall be submitted to the Greene County Auditor's Office, 940 N Boonville, Room 210, Springfield, MO 65802 and shall show the Greene County purchase order number and contain full descriptive information of goods and/or services furnished. Each invoice must be itemized in accordance with items listed on the purchase order. Failure to comply with these requirements will delay processing of invoices for payment. Payment for all goods and services shall be made in arrears, according to the payment terms on the terms and conditions. The County will not make any advance deposits.
14. **Inspection and Acceptance:** No goods and/ or services received by the County pursuant to the contract shall be deemed accepted until the County has had reasonable opportunity to inspect said goods and/ or services. All goods and/ or services which are discovered to be defective or which do not conform to the warranty of the Seller upon inspection or at any later time, which were not reasonably ascertainable upon the initial inspection, may be returned and/ or be credited for. Should the authorized employee of the Purchasing Department of

Greene County agree, they may also be replaced with goods and/ or services of equivalent value, purpose, and functionality. Such right-to-return offer to the County arising from the County's receipt of defective goods or services shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

15. **Warranty:** Seller expressly warrants that all articles, materials, work, and services covered by the contract will conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the County, and that they will be fit and sufficient for the purpose intended, merchantable, of acceptable material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods and/ or services, or by payment for them.
16. **Patents:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent, and Seller covenants that he will, at his or her own expense, defend every suit which may be brought against the County, or those using the County's product for any alleged infringement of any patent by reason of the sale or use of such articles, and Seller agrees that he will pay all costs, damages, and profits recoverable in such suit.
17. **Bankruptcy or Insolvency:** In the event of any proceedings by or against either party, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, the County may cancel the contract or purchase order or affirm the contract or purchase order and hold Seller responsible in damages.
18. **Compliance with Applicable Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: The Clean Water, Clean Air, and Copeland (Anti-kickback) and Missouri Domestic Product Procurement Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the Prevailing Wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri. In accordance with RSMO 34.350-34.359, also known as the Missouri Domestic Product Procurement Act (MDPPA), the Contractor agrees to furnish all goods and materials from United States proprietors. The MDPPA applies when any purchase exceeds \$25,000 of manufactured goods or commodities that are used in a public works project.
19. **Interpretation of contract and Assignments:** The contract shall be construed according to the laws of the State of Missouri. The contract or any rights, obligations, or duties hereunder may not be assigned by the Seller without the County's written consent, and any attempted assignment without such consent shall be void.
20. **Termination of contract:** The County reserves the right to terminate any contract at any time if the provisions of the contract are violated by the Contractor or any of his or her subcontractors, in the sole judgement and discretion of the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the authorized employee of the Purchasing Department of Greene County may deem appropriate, supplies or services of equivalent value, condition, function, and purpose to those so terminated, and the Contractor will be liable for additional costs occasioned thereby.
21. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under the contract, Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act; and all other applicable federal, state, local laws, and ordinances; and further agrees to insert the foregoing provisions in all subcontractors awarded hereunder.
22. **Performance Bonds:** If required as condition for contract award, the amount of a performance bond will be described in the bid package at the time of issuance. The performance bond must be issued for amount specified by a surety company, or secured with a cashier's check, certified check, cash, bank draft, or irrevocable letter of credit. No annual bid or performance bonds will be accepted unless otherwise indicated in the bid package.
23. **Tax Exempt:** Greene County, Missouri is exempt from state sales tax under Missouri Constitutional Provisions (Mo. Tax I.D. #12531847), and is exempt from Federal Excise Tax by Title 25, U.S. Code annotated.
24. **Uniform Commercial Code:** The purchase agreement shall be governed by the Missouri Uniform Commercial Code as adopted and in force on the date of the Agreement, and both parties shall have all

remedies afforded to each of them by the Missouri U.C.C. except as specifically modified within the Agreement.

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

26. **Missouri Domestic Products Procurement Act (34.353 RSMo)**

Buy American

- a) Any manufactured goods or commodities used or supplied in the performance of any county contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
- b) Each contract for the purchase or lease of manufactured goods or commodities by the county and each contract made by the county for construction, alteration, repair, or maintenance of any public work shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
- c) When bids offer quality, price, conformity with specifications, terms of delivery and other conditions imposed in the specifications that are equal, the county shall select the bid that uses manufactured goods or commodities that are manufactured or produced in the United States.
- d) Nothing in this section is intended to contravene any existing treaty, law, agreement or regulation of the United States. All contracts under this section shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding exporting-import restrictions and international trade.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 039
GREENE COUNTY

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

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
GREENE County

Section 039

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$37.22
Boilermaker	\$31.63*
Bricklayer-Stone Mason	\$54.13
Carpenter	\$48.54
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$40.04
Plasterer	
Communication Technician	\$35.82
Electrician (Inside Wireman)	\$50.09
Electrician Outside Lineman	\$31.63*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$31.63*
Glazier	\$43.99
Ironworker	\$66.68
Laborer	\$40.49
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$59.85
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$47.16
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.19
Plumber	\$52.12
Pipe Fitter	
Roofer	\$43.61
Sheet Metal Worker	\$49.82
Sprinkler Fitter	\$66.73
Truck Driver	\$31.63*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
GREENE County

Section 039

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$53.19
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$31.63*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.34
General Laborer	
Skilled Laborer	
Operating Engineer	\$52.03
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.14
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3,040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3,040(2).

Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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