



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

BOB DIXON  
PRESIDING COMMISSIONER

RUSTY MACLACHLAN  
COMMISSIONER, 1<sup>ST</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>ND</sup> DISTRICT

**INVITATION FOR BID**  
**1.0 Title/Signature Page**

IFB NO: 25-11114 CONTACT: Miriam Minter  
TITLE: 2026 Dodge Durango Pursuit Vehicles PHONE: 417-868-4172  
ISSUE DATE: September 15, 2025 E-MAIL: mminter@greenecountymo.gov

RETURN BID NO LATER THAN: September 26, 2025 at 1:30 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 3 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.

CUTOFF FOR QUESTIONS: The cutoff for any questions pertaining to this bid is September 19, 2025 at 12:00 P.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.

CONTRACT TERM: This contract shall be awarded by a one-time purchase order.

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 documents listed below. Failure to do so shall render your bid non-responsive.

- Page 1 – Title/Signature Page
- Pricing Form
- Diverse Vendor Identification
- Bidder References
- Affidavit of Compliance with Section 34.600 R.S. MO., ET SEQ
- W-9 Tax Form
- Addenda (if applicable)

If awarded, 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: 2026 Dodge Durango Pursuit Vehicles. A contract will be issued in the form of a purchase order.
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. Failure to do so shall render your bid non-responsive.
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 to do so shall render your bid non-responsive.

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 sub-

contractors, 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 purchase order.

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 ten (10) 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 285.230–285.233, Greene County requires out-of-state Service Providers (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 or federal institution. In addition, the Service Provider 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 Service Provider 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 Service Provider.

14. Greene County may require a copy of the Notice of Registration or exemption letter prior to executing a contract with an out-of-state Service Provider. 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](http://sos.mo.gov)
  - Certificate of authority to transact business/certificate of good standing (if applicable). Refer to [sos.mo.gov](http://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 Business License, City/County Building Permits, etc.)
- Provide Certificate of Insurance that meets the requirements listed in this bid document.

## 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. Bidders may offer any manufacturer's equipment which meets or exceeds the minimum requirements.

The bidder shall clearly state any and all exceptions to the minimum requirements, 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 has a requirement to purchase:  
2026 Dodge Durango Pursuit Vehicles

1. Deliver Goods/Services FOB (Free on Board) Destination to the following Address:
  - a. Greene County Sheriff's Office
  - b. 1165 N Haseltine Rd
  - c. Springfield, Missouri 65802
2. The contractor shall provide model year 2026 Dodge Durango Pursuit Vehicles with all manufacturers standard equipment and any additional equipment required by the State of Missouri when needed.
3. The purchase is for 12 vehicles.
4. All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are not in the RFP specifications.
5. All options and/or accessories must be manufacturer's original equipment, no aftermarket options.
6. Manufacturer's standard factory warranty shall apply to all vehicles and must be delivered with the vehicle. The warranty will not be effective until the vehicles is delivered to and accepted by Greene County.
7. Delivery must be made between the hours of 8am and 4pm Monday through Friday.
8. Each vehicle delivered must have the following: Owner's Manual, and the proper form for Missouri Title and license including the Manufacturer's Statement of Origin and invoice.
9. The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the County.
10. Vehicles will be delivered to your dealership and held until Designated Greene County Employees can pick them up and must be within a 75 mile radius of Greene County Missouri. If your dealership is not within a 75 mile radius of Greene County Missouri or employees are unavailable to pick up, vehicles will need to be delivered to the designated location in Greene County. Deliver items FOB (free on board) to the dealership for pick up.

## 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.

### LINE ITEM 1- 2026 Dodge Durango Pursuit AWD Vehicles

*In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.*

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.	\$ Amount
ENGINE: V8 Hemi MDS VVT, 5.7L		
AWD		
Skid Plate Group		
Color		
Cloth Bucket Seats with Shift insert		
Floor Carpet		
Black LED Spot Lamp		
8 speed auto 8HP70 Trans		
50 State Emissions		
<b>2026 Dodge Durango Pursuit AWD Vehicles      Total Price \$ _____ EACH</b>		

#### OPTION PRICING FOR LINE 1:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Item 1- Additional Key FOBS,  
With Keyless Entry Transmitters  
(Package of 4 transmitters)      \$ \_\_\_\_\_

Item 2- Vinyl Floor Covering in Lieu of Carpet  
(Deletes floor mats)      \$ \_\_\_\_\_

Item 3- Delivery Charge      \$ \_\_\_\_\_

Item 4- Warranty:  
3 years or 36,000 miles (bumper to bumper)      \$ \_\_\_\_\_  
5 years or 1000,000 miles (power train)      \$ \_\_\_\_\_

Bidder's Name \_\_\_\_\_



## LINE ITEM 2- 2026 Dodge Durango Pursuit AWD Vehicles

*In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.*

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.	\$ Amount
ENGINE: V8 Hemi MDS VVT, 5.7L		
AWD		
Color		
Cloth Bucket Seats with Shift insert		
Floor Carpet		
Full Length Floor Console		
8 speed auto 8HP70 Trans		
50 State Emissions		
<b>2026 Dodge Durango Pursuit AWD Vehicles      Total Price \$ _____ EACH</b>		

### OPTION PRICING FOR LINE 2:

Vendor should provide firm, fixed pricing for options if not standard. If options are standard, the vendor should state "standard" in the pricing blank. If options are not available, the vendor should state "not available" or "N/A" in the pricing blank.

Item 1- Additional Key FOBS,  
With Keyless Entry Transmitters  
(Package of 4 transmitters) \$ \_\_\_\_\_

Item 2- Vinyl Floor Covering in Lieu of Carpet  
(Deletes floor mats) \$ \_\_\_\_\_

Item 3- Delivery Charge \$ \_\_\_\_\_

Item 4- Warranty:

3 years or 36,000 miles (bumper to bumper) \$ \_\_\_\_\_

5 years or 1000,000 miles (power train) \$ \_\_\_\_\_

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: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

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 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. **Garage Keepers Insurance:** For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$1,000.00 deductible per occurrence, with a limit of at least \$1,000,000.00 for all claims arising out of a single accident or occurrence.
7. **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.

8. **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.

9. **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."**

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

**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.

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)

(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.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Printed Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SEAL:

## 12.0 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 or contract number and shall contain full descriptive information of item(s) and/or service(s) 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. All invoices must be received within one year after goods or services have been provided or



invoices will be considered delinquent. Greene County reserves the right to refuse payment of delinquent invoices unless prior arrangements have been made.

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.