



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

REQUEST FOR PROPOSAL

1.0 Title/Signature Page

RFP NO:	25-11119	CONTACT:	Leah Avers
TITLE:	Ballot Printing Services	PHONE:	417-868-4003
ISSUE DATE:	November 4, 2025	E-MAIL:	Lavers@greenecountymmo.gov

RETURN RFP NO LATER THAN: December 4, 2025 at 2:00 P.M. (Central Standard Time). Proposal Responses will be opened and names of proposal responders will be read aloud at this time. Late proposal responses will not be considered.

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

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

PRE-PROPOSAL CONFERENCE: A pre-proposal conference is scheduled for November 12, 2025 at 10:00 A.M. and shall be conducted via videoconference. The Pre-Proposal Conference is not mandatory but is highly encouraged. To participate, email the Buyer listed above before 9:00 A.M., CST on November 12, 2025 to request the link.

CUTOFF FOR QUESTIONS: The cutoff for any questions pertaining to this RFP is November 19, 2025 at 10:00 A.M.

RFP OPENING: Proposals will be opened by the Buyer listed above. Only the names of proposal responders will be read aloud publicly at the specified solicitation opening date, location, and time. All Offerors of their representatives are invited to participate. 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 for a one (1) year term, with options to renew at both parties' discretion, up to two (2) additional one (1) year renewal terms.

DELIVER GOODS/SERVICES FOB (Free on Board) **DESTINATION TO THE FOLLOWING ADDRESS:** Greene County Elections Center
1126 N Boonville Avenue
Springfield, Missouri 65802

The undersigned certifies that they have the authority to bind the Proposal Responder in a contract to supply the commodity or service in accordance with all terms and conditions described herein. The Proposal Responder agrees that the language of this Request for Proposal shall govern in the event of a conflict with the Proposal Response. The Proposal Responder further agrees that a binding contract shall exist between the Proposal Responder and the County of Greene, State of Missouri upon receipt of an Agreement for Contract Services, which has been certified by the Greene County Auditor.

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

State of Missouri Charter Number	

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3.0 Proposal Response Submission Checklist

To be considered complete and responsive, Proposal Responder shall complete, execute, and submit the documents listed below. Failure to do so shall render your bid non-responsive.

- Page 1 – Title/Signature Page
- Form No. 1: Provider Profile
- Form No. 2: Key Outside Consultants
- Form No. 3: List of References and Experience
- Form No. 4: Personnel Qualifications
- Form No. 5: Project Approach Narrative
- Form No. 6A: Pricing Schedule
- Diverse Vendor Identification
- Proposal Responder References
- Bidder's Compliance Statement
- E-Verify Affidavit
- E-Verify Signature Page
- Affidavit of Compliance with Section 34.600 RSMo., et. Seq
- Addenda (if applicable)

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

- W-9 Form – provide on most current IRS form found at: <https://www.irs.gov/forms-pubs/about-form-w-9>
- Certificate of Insurance (COI) as specified in Section 18. COI shall be issued in same legal entity name as reflected on the respondent's W-9.

If awarded, Out-of-state Service Providers (transient employers) must also submit:

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

4.0 Introduction and General Information

4.1 Purpose: This document constitutes a Request for Proposal from qualified firms or persons to provide: all materials and services necessary for ballot printing. A contract will be issued in the form of a yearly contract with the potential to renew two (2) terms for a total of 3 years.

4.2 Instructions to Proposal Responders: Submit all questions to the Greene County Purchasing Department, in writing. No oral interpretations shall be made to any Proposal Responder by the County. Responses will be provided via written addenda. Receipt of an addendum to the RFP by a proposal responder must be acknowledged and submitted with Proposal Response prior to the opening time and date. Failure to do so shall render your bid non-responsive.

4.3 Submitting A Proposal Response: Proposal Responses must be signed by a person authorized to legally bind the Proposal Responder in a contract, and returned with all required RFP documents identified in the Proposal Response Checklist to the Purchasing Department prior to the opening date and time which appears on the front page of the Request for Proposal.

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

4.4 Legal Name and Signature: Proposals shall clearly indicate the legal name, address, e-mail address, and telephone number of the Offeror (company, firm, corporation, partnership, or individual). The Offerors' legal company name must be identified as the SAME on their submitted W-9 and Certificate of Insurance (COI). Proposals may be manually, electronically, or digitally signed above the printed name and title of the signer on the Bidder's Compliance Statement. The signer shall have the authority to legally bind the company to the submitted proposal. Failure to properly sign the TITLE-SIGNATURE PAGE shall invalidate same, and it shall not be considered for award.

4.5 Request for Proposal Opening: A public opening shall take place on the date, location, and time specified on the Title-Signature Page. Only the names of the Offerors who submitted proposals will be read aloud via teleconference. All Offerors or their representatives are invited to participate. To participate, dial (605) 313-5650, then enter access code 651222. All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, the Offeror may request a debriefing, and proposal files may be examined during normal working hours by appointment.

4.6 Buyer is Point of Contact: Unauthorized contact with County personnel other than the Buyer listed for this project during the RFP and/or evaluation phase may result in disqualification of the proposal response.

4.7 Clarification of Requirements: Proposal Responders shall carefully examine the Request for Proposal document. Questions concerning discrepancies or ambiguities in scope of work, specifications, instructions, and/or requirements of this 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 RFP by an Offeror must be acknowledged by signing and returning the addendum with your proposal response prior to the opening time and date. Failure to do so shall render your bid non-responsive.

- 4.7.1** Failure of proposal responder 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.
- 4.7.2** It is the responsibility of each proposal responder to check the County website for solicitation postings and addenda. The County is not responsible and accepts no liability in the event a supplier is not sent a solicitation 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.
- 4.8 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 RFP.
- 4.9 Responsive and Responsible Offeror:** To be considered a responsive Offeror, the Offeror shall submit a proposal that meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror 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.
- 4.9.1** The County reserves the right to make such investigations as it deems necessary to determine the Offeror'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.
- 4.10 Selection Process:** The proposals will be evaluated by a Selection Committee comprised of selected County personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the shortlist of respondents selected for interview.
- 4.10.1 STEP ONE – EVALUATION OF RESPONSIVE PROPOSALS:**
- 4.10.1.1** Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.
- 4.10.1.2** The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.
- 4.10.1.3** The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest-ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is no need to interview, the County may negotiate the specific terms of the contract including cost without engaging in an interview process.
- 4.10.1.4** The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

4.10.2 STEP TWO – SHORTLIST INTERVIEWS:

4.10.2.1 The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (shortlist) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top-ranking firm if the County determines interviews are necessary.

4.10.2.2 The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

4.10.2.3 The Project Manager checks reference(s) once a shortlist is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.

4.10.2.4 Upon selection of the top-rated firm, the County may negotiate the specific terms of the contract including cost.

4.10.3 STEP THREE – BEST AND FINAL OFFER (BAFO): The County reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary, a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit proposals determined to be reasonably acceptable of being selected for award. The County reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion, or negotiations.

4.10.3.1 Interviews: The County reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The County will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodation, etc.).

4.10.3.2 Negotiations: The County reserves the right to enter negotiations with the highest-ranking firm. If negotiations with the highest-ranking firm fail, the County may enter negotiations with the second highest-ranking firm and so on until a contract is executed or if all negotiations fail a new solicitation may be warranted.

4.11 Criteria for Award: The Evaluation Committee will evaluate proposals and a recommendation will be made to the Buyer. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the County. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

4.11.1 30 points for Evidence of Experience & References with Similar Projects (FORM 3). Reference checks will be performed by the Project Manager. The results from the reference(s) check will be shared with the Evaluation Committee members.

4.11.2 30 points for Expertise of Firm/Provider Personnel (FORM 4)

4.11.3 10 points for Applicable Resources (FORM 1, 2, AND 5)

4.11.4 20 points for Project Approach Narrative (FORM 5)

4.11.5 10 of points for Cost (FORM 6 A)

Points for cost shall be calculated by the Purchasing Department.

4.12 Evaluation Criteria Definitions: (The following definitions are from Merriam-Webster.com/dictionary)

- 4.12.1** Acceptable: Capable or worthy of being accepted.
- 4.12.2** Marginal: Close to the lower limit of qualification, acceptability, or function, barely exceeding the minimum requirements.
- 4.12.3** Unacceptable: Not acceptable.

4.13 Awards:

- 4.13.1** Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices as part of the proposal. However, such discounts are encouraged to motivate prompt payment.
- 4.13.2** The award will be made based upon Evaluation Committee recommendation after the proposals have been scored based upon award criteria specified herein.
- 4.13.3** Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the Offeror and the County; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.
- 4.13.4** The County reserves the right to (1) make awards to multiple Offerors; (2) to reject any and all proposals or waive any minor irregularity or technicality in any proposals received; and (3) to disregard all non-conforming or conditional proposals or counter proposals and determine an award that is deemed to be in the best interest of the County.

4.14 Pricing: All pricing identified in the pricing page shall be in effect for the contractual term.

4.15 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.

4.16 Out of State Service Providers: 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.

4.16.1 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.

4.16.2 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.

4.17 Business Compliance: The proposal responder must be in compliance with the laws regarding conducting business in the State of Missouri. The proposal responder certifies by signing the Title/Signature page of this original document and any amendment signature page(s) that the proposal responder 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 proposal responder 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:

4.17.1 Registration of business name with State of Missouri Secretary of State (if applicable). Refer to sos.mo.gov

4.17.2 Certificate of authority to transact business/certificate of good standing (if applicable). Refer to sos.mo.gov

4.17.3 No delinquent taxes (Example: City/County/State/Federal)

4.17.4 Provide State and local certifications as required for the project/service listed in this RFP.

4.17.5 Obtain licenses and permits required to provide the products/services described in this RFP. (Example: City Business License, City/County Building Permits, etc.)

4.17.6 Provide Certificate of Insurance that meets the requirements listed in this RFP.

5.0 Description of Project and Services Required

5.1 Description of Project/Services:

Greene County is seeking proposals from qualified firms/providers to: provide Ballot Printing Services.

5.1.1 Ballot quantities typically depend on the size of the election. The size of the election is determined approximately 10 weeks prior to each election.

5.1.1.1 2024 Presidential election year- approximately 636,000 ballots were ordered from the contracted vendor.

5.1.1.2 2025 Non-Presidential election year- approximately 196,000 ballots were ordered from the contracted vendor.

5.1.2 The ballot order of in-person absentee ballots, Election Day ballots, provisional ballots, and test ballots will be submitted to the awarded vendor as soon as ballot layout approval is completed by the Greene County Clerk (within 8-10 weeks prior to the Election Day). In-person absentee ballots and test ballots must be delivered to the County Clerk no later than 46 days prior to the Election Day. Election Day ballots and provisional ballots must be delivered to the County Clerk no later than 30 days prior to Election Day.

5.1.3 All ballot PDF's, software, files, documentation, etc. needed for printing ballots will be provided to the Greene County Clerk's office no later than two (2) business days from receipt of final artwork.

5.2 Scope of Services:

5.2.1 **Deliver Goods/Services** FOB (Free on Board) Destination to the following Address:

5.2.1.1 Greene County Elections Center
1126 N Boonville Avenue
Springfield, Missouri 65802

5.2.2 **Size:** The ballots shall be printed on 8.5 inch by a length of either 14-inch, 17-inch, or 19-inch and either one or two-sided, determined by the Greene County Clerk's Office and Election Systems & Software. The ballot heights are finished size lengths and do not include ballot stub.

5.2.3 **Ballot Paper Stock Specifications:**

Grain Direction on Finished Ballot	Long
Basis Weight	80# text weight (36.2874 kg)
Thickness	0.0061 inch (0.015494 cm)
Smoothness	120 Sheffields
Moisture	4.8 percent
Opacity	96 percent
Brightness	97 percent
Pages pr Inch (PPI)	328

5.2.4 **Ink:** Ballots to be printed in black ink.

5.2.5 Security: The vendor must provide detailed information in the response pertaining to the vendor's security protocols to ensure accuracy and auditing purposes. Provide the following in your response.

5.2.5.1 Chain of Custody

5.2.5.2 Vendors Physical Security

5.2.5.3 Electronic Cyber Security
FTP (File Transfer Protocol)
Encryption Email

5.2.6 Delivery: The Ballot order of in-person absentee ballots, Election Day ballots, provisional ballots, and test ballots will be submitted to the awarded vendor as soon as the ballot layout approval is completed by the Greene County Clerk and within 8-10 weeks prior to the Election Day.

5.2.6.1 All Ballots to be delivered to the Greene County Elections Center located at 1126 N Boonville Ave, Springfield, MO 65802

5.2.6.2 All ballots to be shrink wrapped in quantities of 100 each per ballot style.

5.2.6.3 Test Ballot PDF files to be delivered to the Greene County Clerk contact no later than three (3) business days from receipt of final artwork

5.2.6.4 The In-person Absentee ballots and test check ballots must be delivered to the Greene County Clerk no later than 46 days prior to the Election Day

5.2.6.5 The Election Day and Provisional ballots must be delivered to the Greene County Clerk no later than 30 days prior to Election Day

5.3 County Provided Services:

5.3.1 The County Clerk's office shall be responsible for expedited handling charges for last minute changes ordered by the court or scrivener's error. Any changes required due to issues on the vendor's end will be the responsibility of the vendor.

5.4 Additional Agreements: If applicable, any additional agreement(s)/contract(s) proposed by the Offeror shall be included with the Offeror's proposal as an attachment and may become exhibits of an ensuing County contract.

5.5 Tentative Timeline:

5.5.1 Tentative Timeline for the Request for Proposal (RFP) Process: The tentative timeline listed below is the County's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

Post RFP Notification	November 4, 2025
Pre-Proposal Conference	November 12, 2025@ 10:00A.M., CST
Question Cutoff date	November 19, 2025@10:00A.M., CST
Receive Proposals	December 4, 2025 @ 2:00 P.M., CST

6.0 Enclosure I
Proposal Ranking Score Sheet

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Acceptable	21 – 30	14 – 20	7 – 10
Marginal	10 – 20	7 – 13	4 – 6
Unacceptable	0 – 9	0 – 6	0 – 3

	<u>Evaluation Criteria</u>	<u>Maximum Points</u>	<u>Score</u>
1.	<u>Evidence of Experience & References with Similar Projects</u> (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to those requested in the RFP? • Familiarity and experience with similar projects. • Consider any sub-consultants to be used and their experience (if applicable).	30	_____
2.	<u>Expertise of Firm/Provider Personnel</u> (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the County's project as outlined in Form 4 of the RFP. Also, consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3.	<u>Applicable Resources</u> (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm/provider to complete the County's project as listed on Forms 1, 2, and 5 of the RFP. • Standard Quality Assurance/Quality Control program or procedures the firm has in place. • Adequacy of proposed team/resources to complete the project within proposed time frame.	10	_____
4.	<u>Project Approach</u> (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. • Project schedule and detailed approach are reasonable/responsive to the County's needs. • Roles of all involved parties clearly identified. • Familiarity with project location as evidenced by proposal (if applicable). • Identify/recognize critical or unique issues specific to the project with a description of how the issue or issues will be addressed. • Adequacy of proposed communications process. • Unique approaches that have been successful elsewhere.	20	_____
5.	<u>Cost</u> (FORM 6 A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____
Ranked By: _____		TOTAL POINTS (100)	_____

7.0 Enclosure II
Interview Ranking Score Sheet

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Acceptable	21 – 30	14 – 20	7 – 10
Marginal	10 – 20	7 – 13	4 – 6
Unacceptable	0 – 9	0 – 6	0 – 3

Evaluation Criteria	Maximum Points	Score
1. <u>Evidence of Experience & References with Similar Projects</u> (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to those requested in the RFP? • Familiarity and experience with similar projects. • Consider any sub-consultants to be used and their experience (if applicable).	30	_____
2. <u>Expertise of Firm/Provider Personnel</u> (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the County's project as outlined in Form 4 of the RFP. Also, consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3. <u>Applicable Resources</u> (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm/provider to complete the County's project as listed on Forms 1, 2, and 5 of the RFP. • Standard Quality Assurance/Quality Control program or procedures the firm has in place. • Adequacy of proposed team/resources to complete the project within proposed time frame.	10	_____
4. <u>Project Approach</u> (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. • Project schedule and detailed approach are reasonable/responsive to the County's needs. • Roles of all involved parties clearly identified. • Familiarity with project location as evidenced by proposal (if applicable). • Identify/recognize critical or unique issues specific to the project with a description of how the issue or issues will be addressed. • Adequacy of proposed communications process. • Unique approaches that have been successful elsewhere.	20	_____
5. <u>Cost</u> (FORM 6 A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____
Ranked By: _____	TOTAL POINTS (100)	=====

8.0 FORM NO. 1: Provider Profile

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

- Provider /Firm is: ☐ National ☐ Regional ☐ Local
- Year Provider/Firm Established:
- Years of Experience providing RFP identified services/projects for governmental entities:
- Years of Experience **providing ballot printing services:**
- Licensed to do business in the State of Missouri: ☐ Yes ☐ No
- Principal contact information: Name, title, telephone number, and email address:

- Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the County's project or the services to be provided:

3. If the submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

- Has this Joint Venture previously worked together? ☐ Yes ☐ No

9.0 FORM NO. 2: Key Outside Consultants

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name of Company, Contact Name, Business Address, Phone Number and Email Address of Contact Person:

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing ballot printing services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #2

Name Company, Contact Name, Business Address, Phone Number and Email Address of Contact Person:

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing ballot printing services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #3

Name Company, Contact Name, Business Address, Phone Number and Email Address of Contact Person:

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing ballot printing services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

10.0 FORM NO. 3: List of References and Experience

- Work by the Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the County's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the County's project. List three (3) to five (5) total projects:
- Project Name & Location:
- Completion Date (Actual or Estimated):
- Project Owners Name & Address:
- Project Owner's Contact Person, Title & Telephone Number & **Current** Email Address:
- Estimated Cost (in Thousands) for Entire Project: \$
- Estimated Cost (in Thousands) for work performed by the responsible Service Provider/Firm: \$
- Scope of Entire Project: (Please give quantitative indications wherever possible).
- Nature of the Service Provider's/Firm's responsibility in the project: (Please give quantitative indications wherever possible).
- The Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the County's project:

11.0 FORM NO. 4: Personnel Qualifications:

- Provide a brief resume of key persons, specialists, and individual service providers that shall be assigned to the County project:
- Name and Title:
- Project Assignment:
- Name of Service Provider/Firm with which associated:
- Years of Experience:
- With this Service Provider/Firm ____ other Service Providers/Firms ____
- Education: Degree(s)/Year/Specialization:
- Current Registration(s):
- Other Experience & Qualifications relevant to the proposed project:

12.0 FORM NO. 5: Project Approach Narrative

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach are reasonable/responsive to the County's needs.
- Roles of all involved parties clearly identified.
- Identify/recognize critical or unique issues specific to the project with a description of how the issue or issues will be addressed.
- Proposed communication process.
- Provide detailed information pertaining security protocols to ensure accuracy and auditing purposes. Including the following:
 - Chain of Custody
 - Physical Security
 - Electronic Cyber Security

**13.0 FORM NO. 6A:
PRICING SCHEDULE**

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

Use the provided pricing schedule format to itemize all proposed costs and services not explicitly listed in other sections of this RFP.

Item #	Description	Size	One (1) Sided Cost including processing/shipping (per piece)	Two (2) Sided Cost including processing/shipping (per piece)
1.	Ballot	8.5" x 14"	\$ _____	\$ _____
2.	Ballot	8.5" x 17"	\$ _____	\$ _____
3.	Ballot	8.5" x 19"	\$ _____	\$ _____
4.				
5.				
6.				
7.				
8.				
9.				
10.				
		TOTAL	\$ _____	\$ _____
			PROJECT TOTAL	\$ _____

The pricing quoted above will be effective until contract execution or at least 120 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 _____

Company _____

14.0 Contractual Requirements

- 14.1** A contract issued to the successful proposal responder 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.
- 14.2** Items and/or services are to be furnished as described in the RFP 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 RFP document or the Service Provider's response, the RFP document shall govern.
- 14.3** Service Provider proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in Service Provider's RFP response. All related costs associated with completion of the project specified shall be considered by both Service Provider 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.
- 14.4** 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.
- 14.5** Service Provider shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Service Provider to comply with said laws, and any deviation from said laws will subject Service Provider to the penalties set forth.
- 14.6** Issuance of contract shall be contingent upon submission by Service Provider of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director electronically or by registered or certified mail. Service Provider shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the County harmless there from.
- 14.7** In addition to any insurance required hereunder, Service Provider shall agree to reimburse the County for any damage done to County property which occurs during performance of the contract.
- 14.8** It is the responsibility of the Service Provider to complete the project as described herein, incorporating suitable materials, and Service Provider shall be solely responsible for the performance of workmanship and materials.
- 14.9** FINANCIAL TERMS: Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Service Provider agrees to provide supporting documentation for invoicing as requested by County.

- 14.10 Sales/Use Tax Exemption:** County will provide the Service Provider with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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.
- 14.11 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.

15.0 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

16.0 Bidder's Compliance Statement

To be submitted with the vendor's/Service Provider's Proposal Response.

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

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

Specific exceptions are as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms, and conditions of this Proposal Response 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

17.0 Sample Contract:

Included with this RFP 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

Service Provider
Company Name
Attn:
Address
PH:
Email:

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement"), CONTRACT # _____ (Buyer to enter contract number after award), is made and entered into as of _____ day of _____, 20____ (Date of last County signature), by and between the County of Greene, hereinafter referred to as the "County", and _____ hereinafter referred to as the Service Provider.

WITNESSETH:

THAT WHEREAS, the "Service Provider" submitted a proposal response and said proposal response is attached hereto and incorporated herein as **EXHIBIT A**; and

WHEREAS, Greene County desires to engage the "Service Provider" to provide ballot printing services as described in **Request for Proposal #25-11119** which is attached hereto and incorporated herein as **EXHIBIT B**.

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. **Deliver Services/Goods to:** Greene County Clerk, 940 N Boonville Ave, Springfield, MO, 65802
2. **Description of Services/Goods to be Provided:** Ballot Printing
3. **Term:** The term of this Contract shall be for a one (1) year period from _____ through _____. The County may at its option renew the Contract up to two (2) additional one-year terms by giving written notice to the Service Provider. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP #25-11119; **Section 4.0, Paragraph 14.0; Contract Renewal Option**. All pricing identified on the pricing page shall be in effect for the stated contract term.
4. **Compensation:** It is expressly understood that in no event will the compensation to be paid to the "Service Provider" under the terms of this Contract for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line-item costs outlined in **EXHIBIT A**. The "Service Provider" agrees that the price for all line items outlined in **EXHIBIT A** shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the County, the "Service Provider" 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 "Service Provider", for such approved additional services shall not exceed the approved amount. The "Service Provider's" fees for additional services shall be billed on an hourly basis at the Service Provider's current standard rates, which will in no event exceed the amount approved by the County in writing for such additional services.

Service Provider shall be compensated in accordance with the terms of the budget. Included in the budget are all ordinary and overhead expenses incurred by Service Provider and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement

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 Service Provider 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, Service Provider shall provide the goods and/or services shown in the RFP scope of work, 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 RFP scope of work, 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 RFP 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 Service Provider, 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 Service Provider. It is expressly understood by Service Provider that the provisions of this section shall not apply to services specifically set forth in the RFP document or reasonably contemplated therein. Service Provider hereby acknowledges that it accepts the risk that the services to be provided pursuant to the RFP specifications may be more costly or time consuming than Service Provider anticipates and that Service Provider shall not be entitled to additional compensation therefore.
3. **Standard of Performance:** Service Provider 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:** Service Provider 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 Service Provider to review the quality of the work and resolve matters of concern; (ii) requiring Service Provider to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Service Provider 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, Service Provider 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 RFP document shall not be performed without the prior written approval of the County's Representative.
6. **Familiarity with Work:** By executing this Agreement, Service Provider warrants that Service Provider (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, Service Provider warrants that Service Provider 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 Service Provider discover any conditions,

including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Service Provider shall immediately inform the County of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the County's Representative.

7. **Prohibition Against Subcontracting or Assignment:** Service Provider 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 Service Provider of any liability hereunder without the express consent of County.
8. **Records and Reports:** Upon request by County, Service Provider shall prepare and submit to County any reports concerning Service Provider's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Service Provider related to Service Provider's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Service Provider 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. Service Provider 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:** Service Provider 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. Service Provider 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 Service Provider. When applicable, Service Provider 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 Service Provider 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:** Service Provider 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. Service Provider 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 Service Provider'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 Service Provider agrees as follows:
 - a. **Civil Rights Statutes:** The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider. These apply to all solicitations either by competitive bidding or negotiation made by the Service Provider for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Service Provider 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 Service Provider 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 Service Provider in the exclusive possession of any other who fails or refuses to furnish this information, the Service Provider 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 Service Provider 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 Service Provider complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - f. **Incorporation of Provisions:** The Service Provider shall include the provisions of paragraph 3 (Non-Discrimination Assurance) 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 Service Provider 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 Service Provider becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the County to enter into such litigation to protect the interests of the County.
4. **Section 285.530(2) RSMo. Affidavit.** Service Provider 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 Service Provider shall provide County an acceptable notarized Affidavit stating:
 - a. That Service Provider 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 Service Provider does not knowingly employ any person who is an authorized alien in connection with the contracted services. Service Provider 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 Proposal Responders 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, A public entity 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:** Service Provider shall perform all services required herein as an independent Service Provider of County and shall remain at all times as to County a wholly independent Service Provider. County shall not in any way or for any purpose become or be deemed to be a partner of Service Provider in its business or otherwise, or a joint venture, or a member of any joint enterprise with Service Provider. Service Provider 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 Service Provider nor any of Service Provider'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 Service Provider's compensation. Neither Service Provider nor any of Service Provider'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:** Service Provider 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 Service Provider under this Agreement. Service Provider 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 Service Provider 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 Service Provider'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. Service Provider 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 Service Provider's services under this Agreement. Service Provider further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Service Provider under this Agreement shall be made to County, and that Service Provider shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
9. **Retention of Funds:** Service Provider hereby authorizes County to deduct from any amount payable to Service Provider (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 Service Provider's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Service Provider's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Service Provider, 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 Service Provider's obligation to pay County any sums Service Provider 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 Service Provider. Upon receipt of any notice of termination from County, Service Provider shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Service Provider 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 Service Provider to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Service Provider 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 Service Provider and similar expenses, exceeds the budget.
11. **Right to Stop Work; Termination by Service Provider:** Service Provider may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Service Provider shall immediately cease all services hereunder as of the date Service Provider's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Service Provider 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 Service Provider terminates this Agreement because of an error, omission, or a fault of Service Provider, or Service Provider's willful misconduct, the terms of Section 3.10 relating to County's right to take over and finish the work and Service Provider'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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider, then the County shall be entitled to its reasonable attorney's fees and costs from the Service Provider.
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 Service Provider, 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 Service Provider 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 Service Provider be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Service Provider's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
17. **Non-liability of County Employees:** No official, employee, agent, representative, or volunteer of County shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Service Provider 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. Service Provider shall not employ any such person while this Agreement is in effect.

Service Provider 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 Service Provider's obligations and responsibilities under this Agreement. Service Provider further agrees that while this Agreement is in effect Service Provider 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 Service Provider's obligations and responsibilities under this agreement.

PART E - MISCELLANEOUS PROVISIONS

1. **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.
2. **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.
3. **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.

4. **Special Provisions:** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in this Agreement.

***SAMPLE AGREEMENT SIGNATURE PAGE – DO NOT SUBMIT WITH PROPOSAL RESPONSE. IF
AWARDED, SERVICE PROVIDER 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

SERVICE PROVIDER

By: _____
Purchasing Director

Date: _____

By: _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

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

18.0 Insurance Requirements and Indemnification

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 Proof of Carriage of Insurance: The Contractor shall furnish the County with Certificate(s) of Insurance 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 (\$517,306.00 per claimant and \$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.

18.7 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.

18.8 Non-Waiver of Sovereign Immunity:

18.8.1 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.

18.8.2 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."**



19.0 E-Verify Affidavit

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. [RSMo. 285.530 (2)] 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 pertains to all solicitations for services over \$5,000. RSMo. 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMo. 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. e.g., the electronic signature page from the E-Verify Program's Memorandum of Understanding. A letter from consultants reciting compliance is not sufficient.

**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.**

Affiant Signature

Printed Name and Title

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

Notary Public

My commission expires: _____ SEAL: _____

20.0 Sample E-Verify Signature Page

Responders are required to submit company E-Verify Signature Page with the proposal response
(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



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	

21.0 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 _____

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 am competent and authorized to make the following statement and attest to its truthfulness:

_____ 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:

1. Good or services from the State of Israel;
2. Companies doing business in, or with, the State of Israel
3. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
4. Persons or entities doing business in the State of Israel.

OR:

_____ The business employs less than 10 employees.

Affiant Signature

Printed Name and Title

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

Notary Public

My commission expires: _____

SEAL:

22.0 Terms and Conditions

22.1 PREPARATION OF PROPOSAL RESPONSE: Proposal Responders are expected to examine the scope of work, delivery schedule, pricing format and all requirements of the Request for Proposal. Failure to do so will be at proposal responder'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.

Unless otherwise specified, Proposal Responders must use the Request for Proposal forms furnished by the County. Failure to do so shall be grounds for rejection of the proposal. Proposal Responders must indicate any exceptions to the County's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Proposal Responder's proposal non-responsive and may remove it from consideration for award (depending on the noted exceptions).** All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the County's procurement regulations. If no exceptions are noted, Proposal Responders must fully comply with the County requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation, you are hereby agreeing to the County's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted or may render your proposal non-responsive.

All supplies and equipment offered in a proposal response must be new and of current production unless the Request for Proposal clearly specifies that used or re-conditioned supplies or equipment may be offered.

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

Unless otherwise indicated, prices submitted shall be firm for acceptance for 120 days from proposal opening and for the specified contract period.

22.2 PROPOSAL RESPONSE SUBMITTAL: A proposal response submitted must (1) be manually, electronically, or digitally signed by the responder on the Greene County Request for Proposal Title Page, (2) contain all information required by the Request for Proposal, (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 RFP submittal should clearly be marked on the outside of the container with (1) the official Request for Proposal number, and (2) the official opening date and time.

22.3 MODIFICATION OR WITHDRAWAL OF PROPOSAL RESPONSE: A proposal response may be modified or withdrawn by written notice received prior to the official opening date and time specified. A proposal response may also be withdrawn or modified in person by the responder or their authorized representative, provided proper identification is presented before the official opening date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

After official opening date and time, no proposal may be modified or withdrawn.

22.4 NO BIDS AND FUTURE SOLICITATIONS: If no proposal is to be submitted, the proposal 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.

22.5 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.

- 22.6 RFP OPENING:** A public opening shall take place on the date, location, and time specified on the Title-Signature Page. **Only the names of the Offerors who submitted proposals will be read aloud via teleconference. All Offerors or their representatives are invited to participate.** All other information shall remain confidential during the evaluation process. It is the Offeror's responsibility to assure that their RFP response is delivered to the address listed on the Title-Signature page of the RFP by the opening date and time. Proposals which for any reason are not so delivered will not be considered. Offers by email, telephone, or facsimile will not be considered. After a fully executed contract is in place, the Offeror may request a debriefing, and proposal files may be examined during normal working hours by appointment.
- 22.7 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.
- 22.7.1** 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.
- 22.8** 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 proposal responses, or waive any minor irregularity or technicality in proposal responses received.
- 22.9** The award will be made based upon Evaluation Committee recommendation after the proposals have been scored based upon award criteria specified herein. All awards will be made by written notification from an authorized agent of the Greene County Purchasing Department.
- 22.10** Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the Offeror and the County; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.
- 22.11** The County reserves the right to (1) make awards to multiple Offerors; (2) to reject any and all proposals or waive any minor irregularity or technicality in any proposals received; and (3) to disregard all non-conforming or conditional proposals or counter proposals and determine an award that is deemed to be in the best interest of the County.
- 22.12 CLARIFICATION OF REQUIREMENTS:** It is the intent and purpose of Greene County, Missouri that this Request for Proposal permits competitive bidding. It shall be the proposal responder'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 Request for Proposal 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.
- 22.13 Binding Contract:** If it is determined that a contract be issued via this solicitation, the contract between the County and the Service Provider shall consist of (1) the applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Proposal Response, as accepted, submitted in response to the Request for Proposal.
- 22.14** Any agreement, contract, or purchase order resulting from the acceptance of a proposal response 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.
- 22.15 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.

- 22.16 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.
- 22.17 Shipment:** Deliveries shall be F.O.B. destination unless otherwise specified by the County.
- 22.18 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 contract. 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.
- 22.19 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.
- 22.20 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.
- 22.21 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.
- 22.22 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.

- 22.23 Compliance with Applicable Laws:** Service Provider 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. Service Provider 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 Service Provider. When applicable, Service Provider 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 Service Provider 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.
- 22.24 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.
- 22.25 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 Service Provider 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 Service Provider will be liable for additional costs occasioned thereby.
- 22.26 Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under the contract, Service Provider 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.
- 22.27 Performance Bonds:** If required as condition for contract award, the amount of a performance bond will be described in the solicitation 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 solicitation.
- 22.28 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.
- 22.29 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.
- 22.30 Trial by Jury:** THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.
- 22.31 Missouri Domestic Products Procurement Act (34.353 RSMo)**
Buy American
- 22.31.1** 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.

- 22.31.2** 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.
- 22.31.3** When proposal responses offer quality, price, conformity with specifications, terms of delivery and other conditions imposed in the specifications that are equal, the county shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
- 22.31.4** 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.