



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

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

INVITATION FOR BID
1.0 Title/Signature Page

IFB NO: 25-11121
TITLE: Various Tires
ISSUE DATE: November 20, 2025

CONTACT: Rick Adams
PHONE: 417-799-1564
E-MAIL: Radams@greenecountymmo.gov

RETURN BID NO LATER THAN: December 11, 2025 at 2:30 P.M. (Central Standard Time) Bids will be opened and read aloud at this time. Late bids will be disqualified.

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

SUBMITTAL INSTRUCTIONS: Print the **IFB Number** and **Opening Date** on the outside of the package and return the pages identified in the Bid Submission Checklist (listed on page 3 of this bid document) with your bid submission. Sealed bids must be received at the Purchasing Department by the opening date and time. No bid transmitted by fax machine or e-mail will be accepted.

CUTOFF FOR QUESTIONS: The cutoff for any questions pertaining to this bid is Wednesday, December 3, 2025 at 2:00 P.M.

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

CONTRACT TERM: This contract shall be awarded for a one (1) year term, with options to renew at both parties' discretion, up to four (4) additional one-year renewal terms.

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

SIGNATURE REQUIRED

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

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3.0 Bid Submission Checklist

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

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

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

- W-9 Tax Form

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

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

4.0 Introduction and General Information

1. **Purpose:** This document constitutes a request for sealed bids from qualified firms or persons to provide: Various Tires. A contract will be issued in the form of a yearly contract with the potential to renew up to three (3) additional one-year renewal terms.
2. **Instructions to Bidders:** Submit all questions to the Greene County Purchasing Department, in writing. No oral interpretations shall be made to any Bidder by the County. Responses will be provided via written addenda. Receipt of an addendum to an IFB by a bidder must be acknowledged and submitted with bid response prior to the opening time and date. Failure to do so shall render your bid non-responsive.
3. **Submitting A Bid:** Bids must be signed by a person authorized to legally bind the Bidder in a contract, and returned with all required bid documents identified in the Bid Submission Checklist to the Purchasing Department prior to the opening date and time which appears on the front page of the Invitation for Bid.

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

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

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

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

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

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

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

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

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

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

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

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

Award of bid shall be in accordance with all applicable public procurement and purchasing laws and requests. A contract will be issued in the form of a yearly contract with the potential to renew up to three (3) additional one-year renewal terms.

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

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

11. **Contract Renewal Option:** The County reserves the right to renew this contract for three (3) additional one-year renewal terms.

Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the County to establish allowable renewal term pricing.

If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Director no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the County of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.

The Contract Specialist conducting the renewal shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the County's right to exercise the renewal option.

12. **Pricing:** All pricing shall remain firm and fixed for the contractual term.
13. **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.
14. **Out of State Contractors:** Per RSMO Sections 285.230–285.233, Greene County requires out-of-state Service Providers (transient employers) who do business in Greene County, Missouri to register with the Department of Revenue by submitting a Transient Employer Tax Registration Application (Form 2643T). This form can be located at <http://dor.mo.gov/forms/>. The transient employer must provide a “financial assurance instrument,” such as a cash bond, surety bond, CD, or irrevocable letter of credit issued by a state or federal institution. In addition, the Service Provider must provide a Missouri Certificate of Authority number issued by the Secretary of State's Office and certify to the Department of Revenue that it has sufficient workers' compensation insurance.

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

15. 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.
16. **Business Compliance:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidders certify by signing the Title/Signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:
 - Registration of business name with State of Missouri Secretary of State (if applicable). Refer to sos.mo.gov
 - Certificate of authority to transact business/certificate of good standing (if applicable). Refer to sos.mo.gov
 - No delinquent taxes (Example: City/County/State/Federal)
 - Provide State and local certifications as required for the project/service listed in this bid document.
 - Obtain licenses and permits required to provide the products/services described in this bid document. (Example: City Business License, City/County Building Permits, etc.)
 - Provide Certificate of Insurance that meets the requirements listed in this bid document.

5.0 Bid Specifications

Minimum requirements and specifications are for use in establishing general performance and quality levels, and are not meant to limit or restrict bidding. Bidders may offer any manufacturer's equipment which meets or exceeds the minimum requirements.

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

Greene County is seeking qualified firms to provide Various Tires. A contract will be issued in the form of a yearly contract.

1. Deliver Goods FOB (Free on Board) Destination to the following Address and other addresses as requested:
 - a. Greene County Highway Department
 - b. 2065 N Clifton
 - c. Springfield, Missouri 65803
2. The bidder shall be an authorized dealer, distributor and/or representative of the manufacturer for the product bid.
3. PRICE: Bidder shall include ALL costs associated with each item within the quoted price. No additional charges will be allowed for freight, hazardous material charges, surcharges, fuel charges, environmental charges, miscellaneous charges, etc., that are not specifically included within the written price agreement.
4. QUANTITIES: Quantities listed are estimates for bid purposes only; actual quantities may be more or less. The County assumes no obligations for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and returned at the Seller's expense.
5. ADDITIONAL PRICING: Pricing may be requested from the vendor for additional products that are not specified in this bid.

6.0 Contractual Requirements

1. A purchase order or contract issued to the successful bidder shall be governed by the United States and Missouri Uniform Commercial Code, and all laws of the State of Missouri as adopted and in force on the date of the Agreement.
2. Items and/or services are to be furnished as described in the bid document and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the bid document or the Contractor's response, the bid document shall govern.
3. Contractor proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in contractor's bid response. All related costs associated with completion of the project specified shall be considered by both Contractor and County to be included within the price submitted. The County shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be at destination, and will be made by an authorized representative of the County. Until delivery and final acceptance, risk of loss will be the obligation of the Seller unless loss results from negligence of the County.
5. Contractor shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Contractor to comply with said laws, and any deviation from said laws will subject Contractor to the penalties set forth.
6. Issuance of contract shall be contingent upon submission by contractor of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director electronically or by registered or certified mail. Contractor shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the County harmless there from.
7. In addition to any insurance required hereunder, contractor shall agree to reimburse the County for any damage done to County property which occurs during performance of the contract.
8. It is the responsibility of the Contractor to complete the project as described herein, incorporating suitable materials, and Contractor shall be solely responsible for the performance of workmanship and materials.
9. **Financial Terms:** Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor agrees to provide supporting documentation for invoicing as requested by County.
10. **Sales/Use Tax Exemption:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Greene County and contain the project number and the contract number assigned by Greene County. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
11. **Additions, Deletions, Changes:** No one can authorize any additions, deletions, or changes to the work, before or during term of the contract, unless approved written change orders have been issued by the Purchasing Department. The County will not be responsible for any additional charges unless authorized written change order has been issued.

7.0 Pricing Form

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

Bid Item	Tire Requirement	Desired Tire Brand	Price per Tire	Alternate Tire Brand Offered	Alternate Brand Price per Tire
1.	235/55R17 99H Defender T+H MTP	Michelin	\$ _____		\$ _____
2.	235/80R17	GY or Michelin	\$ _____		\$ _____
3.	245/65R17 LTX	Michelin	\$ _____		\$ _____
4.	245/70R17E	Michelin	\$ _____		\$ _____
5.	265/70R17LTX M/S2	Michelin	\$ _____		\$ _____
6.	10R17.5 XZA	Michelin or GY	\$ _____		\$ _____
7.	235/75R17.5	Continental Road X	\$ _____		\$ _____
8.	12.5/80R18 np	Michelin	\$ _____		\$ _____
9.	235/50ZR18 Pilot Sport All Season	Michelin	\$ _____		\$ _____
10.	255/65R18	Michelin	\$ _____		\$ _____
11.	265/60R18	Michelin & BFGoodrich	\$ _____		\$ _____
12.	14.00R24 XGLAZ/* G2L2	BKT	\$ _____		\$ _____
13.	17.5L24	BKT	\$ _____		\$ _____
14.	19.5L24	BKT	\$ _____		\$ _____

15.	380/85R28	BKT	\$ _____		\$ _____
16.	460/85R34radial/18.4x34 bias	BKT	\$ _____		\$ _____
17.	38" 460/85R38radial/18.4x38bias	BKT	\$ _____		\$ _____
Totals			\$ _____		\$ _____

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

Additional Purchases by Other Public Agencies:

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

_____ Yes

_____ No

Bidder's Name _____

8.0 Bidder References

Bidder Name: _____

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

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

Entity Name: _____

Address: _____

Tel No.: _____

Contact Person & Title: _____

Email: _____

Description of Work Performed: _____

Contract Amount: _____

Completion Date: _____

Entity Name: _____

Address: _____

Tel No.: _____

Contact Person & Title: _____

Email: _____

Description of Work Performed: _____

Contract Amount: _____

Completion Date: _____

Entity Name: _____

Address: _____

Tel No.: _____

Contact Person & Title: _____

Email: _____

Description of Work Performed: _____

Contract Amount: _____

Completion Date: _____

Entity Name: _____

Address: _____

Tel No.: _____

Contact Person & Title: _____

Email: _____

Description of Work Performed: _____

Contract Amount: _____

Completion Date: _____

9.0 Diverse Vendor Identification

Business Name: _____

Registered through the Missouri Secretary of State's Office: Yes _____ No _____

If not registered through the Missouri Secretary of State, which state, if any? _____

Date Registered (if applicable): _____

Majority Business Owner(s) Name(s): _____

_____ (all listed will sign below)

DUNS Number (if known): _____

NAICS Code: _____

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

____ Woman Owned

____ Minority Owned

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

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

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

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

____ WBE (Woman) Certified through the State of _____ Expiration Date _____

____ MBE (Minority) Certified through the State of _____ Expiration Date _____

____ Service-Disabled Veteran Certified through _____ Expiration Date _____

____ DBE (Disadvantaged) through which body? _____ Expiration Date _____

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

_____.

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

Name (Print)

Date

Name (Sign)

Title

10.0 Affidavit of Compliance

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

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

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

Specific exceptions are as follows:

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

Company Name: _____

Telephone Number: _____

By: _____

Email: _____

Authorized Person's Signature)

(Print or type name and title of Signer)

(Company Street/P.O. Box Address)

(City, State, Zip Code)

Federal Tax ID No.: _____

Date: _____



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

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

11.0 Sample Contract:

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

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

Supplier
Company Name
Attn:
Address
PH:
Email:

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement"), CONTRACT # _____ is made and entered into as of _____ day of _____, 20____ (Date of last County signature), by and between the County of Greene, ("County"), and _____ (Contractor name) hereinafter referred to as the ("Supplier").

WITNESSETH:

THAT WHEREAS, the Supplier submitted a bid response and said bid response is attached hereto and incorporated herein as **EXHIBIT A**; and

WHEREAS, Greene County desires to engage the Supplier as described in **Invitation for Bid #25-11121** 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 Goods FOB (Free on Board) Destination to the following Address and other addresses as requested:
 - a. Greene County Highway Department
 - b. 2065 N Clifton
 - c. Springfield, Missouri 65802
2. **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 three (3) 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 **IFB #25-11121; Section 4.0, Paragraph 11.0; Contract Renewal Option**. All pricing identified on the pricing page shall be in effect for the stated contract term.
3. **Compensation:** It is expressly understood that the compensation to be paid to the Supplier shall comply with the terms of this Contract for the provision of goods/services set forth in the Specifications and outlined in **EXHIBIT A**. The Supplier 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 goods/services are requested by the County, the Supplier will prepare and submit to the County an estimate of the total cost associated with such additional goods/services. The County will review and approve in writing the cost estimate for additional

goods/services, and the total compensation and reimbursement to be paid by the County to the Supplier for such approved additional goods/services shall not exceed the approved amount.

4. 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.
5. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART B - GENERAL PROVISIONS

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

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

PART C - LEGAL RELATIONS AND RESPONSIBILITIES

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

accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3 (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 Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.
4. **Section 285.530(2) RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 the Contractor shall provide County an acceptable notarized Affidavit stating:
- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services. Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).
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.
6. **Independent Contractor:** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
7. **Use of Patented Materials:** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and hold the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
8. **Proprietary Information:** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights,

patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.

9. **Retention of Funds:** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
10. **Termination by County:** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the budget.
11. **Right to Stop Work; Termination by Contractor:** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of this Agreement, Part C, Paragraph No. 10 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
12. **Waiver:** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
13. **Legal Actions:** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
14. **Rights and Remedies are Cumulative:** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
15. **Attorneys' Fees:** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
16. **Force Majeure:** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or

Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to Part C, Paragraph No. 15.

17. **Non-liability of County Employees:** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

18. **Conflicts of Interest:** No official, employee, agent, representative or volunteer of the County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State, or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect Contractor shall not acquire or otherwise obtain any interest direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this agreement.

19. **Construction and Amendment:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

20. **Severability:** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

21. **Authority:** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

COUNTY OF GREENE

SUPPLIER

By: _____
Purchasing Director

Date: _____

By: _____

Title: _____

Date: _____

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

AUDITOR CERTIFICATION

Date



12.0 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: _____

13.0 Sample E-Verify Signature Page

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



Company ID Number:

Approved by:

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



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	



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

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

Pursuant to RSMo. §34.600, (Greene County Missouri) is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. **This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees.** Completion of an affidavit form provided by Greene County, Missouri which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.

STATE OF _____)
) ss.
COUNTY OF _____)

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

_____, personally appeared _____ (Name) who is

_____ (Title) of _____ (Name of Company)

(circle one) a corporation, partnership, sole proprietorship, limited liability company, hereinafter referred to as “Company” and 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:

15.0 Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Quantities:** The County shall assume no obligation for goods and/ or services provided in excess of the quantity ordered. Unauthorized quantities are subject to the County's rejection and shall be returned at the Seller's expense.

11. **Delivery:** If delivery of goods and/ or services rendered are not made within the time initially agreed upon, in writing or by verbal agreement with the written agreement taking precedent over the verbal agreement, by the two parties, the County reserves the right to cancel or to purchase goods and/or services elsewhere. Seller may be liable for re-procurement cost.

12. **Shipment:** Deliveries shall be F.O.B. destination unless otherwise specified by the County.

13. **Invoices:** An original and remittance copy of the invoice shall be submitted to the Greene County Auditor's Office, 940 N Boonville, Room 210, Springfield, MO 65802 and shall show the Greene County purchase order number or contract number and shall contain full descriptive information of item(s) and/or service(s) furnished. Each invoice must be itemized in accordance with items listed on the 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.

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

irrevocable letter of credit. No annual bid or performance bonds will be accepted unless otherwise indicated in the bid package.

23. **Tax Exempt:** Greene County, Missouri is exempt from state sales tax under Missouri Constitutional Provisions (Mo. Tax I.D. #12531847), and is exempt from Federal Excise Tax by Title 25, U.S. Code annotated.
24. **Uniform Commercial Code:** The purchase agreement shall be governed by the Missouri Uniform Commercial Code as adopted and in force on the date of the Agreement, and both parties shall have all remedies afforded to each of them by the Missouri U.C.C. except as specifically modified within the Agreement.
25. **Trial by Jury:** THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.
26. **Missouri Domestic Products Procurement Act (34.353 RSMo)**

Buy American

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