



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

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

INVITATION FOR BID

1.0 Title/Signature Page

IFB NO:	25-11094	CONTACT:	Miriam Minter
TITLE:	Custody Towing & Storage Services	PHONE:	417-868-4172
ISSUE DATE:	June 12, 2025	E-MAIL:	mminter@greenecountymo.gov

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

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

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

CUTOFF FOR QUESTIONS: The cutoff for any questions pertaining to this bid is June 24, 2025 at 12:00 P.M.

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

CONTRACT TERM: This contract shall be awarded 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 following:

- Pages 1 and 2 – Title/Signature Page
- Pricing Page
- Diverse Vendor Identification
- Bidder References
- Affidavit of Compliance
- Addenda (if applicable)

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

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

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

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

4.0 Introduction and General Information

1. **Purpose:** This document constitutes a request for sealed bids from qualified firms or persons to provide: custody towing & storage services. A contract will be issued in the form of a yearly contract with the potential to renew up to four (4), additional one (1) 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.
3. **Submitting A Bid:** Bids must be signed by a person authorized to legally bind the Bidder in a contract, and returned with all required bid documents identified in the Bid Submission Checklist to the Purchasing Department prior to the opening date and time which appears on the front page of the Invitation for Bid.

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

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

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

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

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

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

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

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

9. **Evaluation of Bids:** When evaluating submitted Bids, the County may review, without limitation, the following: (1) the prior work experience of the Bidder; (2) financial statements; (3) the qualifications of submitted 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 four (4) 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 four (4) 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 thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

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

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

14. Greene County may require a copy of the Notice of Registration or exemption letter prior to executing a contract with an out-of-state Service Provider. If you have questions about Missouri's transient employer law, please contact the Missouri Department of Revenue at (573) 751-3958.
15. **Business Compliance:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidders certify by signing the Title/Signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:
 - Registration of business name with State of Missouri Secretary of State (if applicable). Refer to sos.mo.gov
 - Certificate of authority to transact business/certificate of good standing (if applicable). Refer to sos.mo.gov
 - No delinquent taxes (Example: City/County/State/Federal)
 - Provide State and local certifications as required for the project/service listed in this bid document.
 - Obtain Licenses and permits required to provide the products/services described in this bid document. (Example: City/County license, sales permits)
 - Provide Certificate of Insurance that meets the requirements listed in this bid document.

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.

1. **General Scope:** Greene County is requesting bids from qualified companies in the Springfield, Missouri area to provide Custody Towing & Storage Services to the County. The Contractor shall be required to remove and to safely store for later lawful disposition vehicles or parts of vehicles (hereinafter referred to as vehicles), tractors, boats, trailers, industrial implements, ATV's, large safes (herein after referred to as miscellaneous equipment) from public streets, alleys, and highways in Greene County, Missouri, or public or private areas on specified order from the proper officers of the County, where the vehicle was:
 - a. Parked illegally;
 - b. Stolen;
 - c. Abandoned or otherwise uncared for by the owner thereof;
 - d. Disabled by accident on public streets, alleys or highways and the owner fails or is unable to provide for the expeditious removal therefrom;
 - e. Impounded by the Greene County Sheriff; or
 - f. Ordered removed from private property under the nuisance ordinances of the County; or
 - g. Other instances where involving the taking of custody of a vehicle pursuant to a City, State, or Federal law.

2. General Requirements: The County estimates that approximately 80 vehicles are ordered by the Greene County Sheriff each month. Approximately 85% are released before the end of the next month.

The above information is an estimate only and actual data may be more or less. All terms and conditions of the contract shall remain in full force and effect regardless of the actual number of tows ordered by the Greene County Sheriff or vehicles actually released to owner.

3. Definitions: As used in this Invitation for Bid and the Contract Form, the following terms will apply.

Small Vehicle – Any device commonly used for the transport of persons or property, such as automobile, van, pickup truck, motorcycle, motor scooter, boat with or without a trailer, trailers or other device requested to be towed by the Greene County Sheriff. In general, the term "four ton or less" shall mean all automobiles and any single rear axle trucks or vans rated less than 18,000 lbs GVWR and any vehicle designed to carry no more than fifteen passengers.

Note: To count as a chargeable service, the vehicle in question must be hooked up to the towing vehicle.

Large Vehicle – Any device commonly used for the transport of persons or property such as delivery trucks, semi-tractor trailer units or other large device requested to be towed by the County. In general, any device in excess of 18,000 lbs. GVWR or more. Any Small Vehicle submerged under water will be considered a Small Vehicle but will require a Large Vehicle removal. **Note: To count as a chargeable service, the vehicle in question must be hooked up to the towing vehicle.**

Miscellaneous Equipment - Any item such as tractors, boats, trailers, industrial implements, ATV's, large safes, generators, or machines in full or partial condition or other object requiring winching and flatbed hauling services.

4. Requirements for Towing of Vehicles Less than 18,000 GVWR:

- a. Truck chassis shall have a minimum manufacturer's rated capacity of one (1) ton.

- b. Boom capacity of not less than four (4) tons.
- c. Power winch pulling capacity of not less than four (4) tons.
- d. Not less than seventy-five (75) feet of 3/8 inch steel cable.
- e. Belt type tow plate or tow sling or cradle equipped with adequate safety chains and capable of lifting and transporting vehicles with a vehicle weight up to 12,000 lbs.
- f. Truck equipped with a flatbed, meeting the same above equipment and weight requirements.

5. Requirements for Towing of Vehicles More than 18,000 GVWR:

- a. Truck chassis, boom, and winch shall be rated by the manufacturer to be capable of towing at least 80,000 lbs. and winching at least 25 ton; tow unit shall be equivalent to a Holmes 750 on three axles.
- b. If the Towing Company has at least one large fully hydraulic tow truck with a manufacturer's rated towing and winching capacity of at least 35 tons, then the second unit may be equivalent to a Holmes 600 on three axles.
- c. Truck should be equipped with a tow plate, tow sling, cradle and/or an underlift. The capability to tow from the front without removing the towed vehicle's bumper is required.
- d. The Towing Company shall have at least one fifth wheel dolly or other commonly used safe method for a fifth wheel tow.

6. Requirements for Tow Trucks Towing any Vehicle:

- a. Emergency Lighting: Each tow truck shall be equipped with a full-length light bar (minimum 45 inches long) with Amber/Yellow colored lights preferred, viewable from 360 degrees, mounted on the highest point of the vehicle.
- b. Each tow truck shall be equipped with at least a dolly (if a boom type tow truck), a street broom, a shovel, a sufficient quantity of an oil/fluid absorbent material for small fluid spills, a Slim Jim or other vehicle lock out equipment, and other tools typically required for the towing of any vehicle, large trucks and tractor/trailer combinations.
- c. Each tow truck shall be equipped with compressed air tanks such as may be required for refilling tires and dusting. All vehicles must be equipped with battery jumper cables.
- d. All tow vehicles shall be maintained in good operating condition to permit safe and reliable towing of other vehicles.
- e. All tow vehicles and equipment shall comply with all Federal, State of Missouri, and vehicle laws, rules, and regulations; and all vehicles must be registered, titled and licensed in the State of Missouri.

7. Sheriff's Vehicle Service: Service truck fee for delivery of patrol car tire and roadside installation. Tires will be supplied to service contractor by Greene County in a mounted and balanced roadworthy condition. Fees to include delivery and installation of the tire in accordance with tow response are specifications within this document. Service will be provided 24 hours per day, 365 days per year. The Sheriff's Office estimates approximately 100 service calls for tire changes, jump starts, lockouts and tows in a calendar year.

8. Storage Facilities: The Contractor shall maintain for the entire term of the Contract adequate storage facilities for vehicles. The storage facility shall be on land zoned "GM or HM" or as otherwise permitted by the County. If the storage facility is on land zoned "GM", then the Bidder must have a conditional use permit to use for storage of vehicles. If the actual storage location is partially or wholly located in an area not subject to Greene County Zoning Codes, then such location shall fully comply with the local government with jurisdiction for the area in which the storage lot is located. It is required that the storage facility be located within Springfield - Greene County.

Other Permitted Zoning: If all inoperable vehicles are removed within seven days of initial towing to storage facilities on land zoned "GM or HM", the operable vehicle may be stored in storage facilities on land zoned "HC." If the contractor removes inoperable vehicles to another lot, the cost of such move shall be at the contractor's sole expense without any additional charge to the vehicle owner or the County. If the contractor utilizes such a second location for storage, the same level of security, care, and access shall be provided at the second lot as provided at the contractor's main or primary lot. **(Note: Inoperable vehicle includes any vehicle without a current valid license plate.)**

The storage facilities must be available and ready for storage, beginning on the effective date of the contract, for the entire term of the contract and extensions thereto. The Contractor is not required to own the storage facilities, but must have a clear irrevocable right to use the facilities for the entire term of the contract and extensions thereto.

8.1 Storage of Vehicles: A fenced compound at a place of business with a capacity for storing a minimum of 100 passenger vehicles of the automobile, van and pickup truck-type. Storage space required per vehicle of 9 (nine) feet x 20 (twenty) feet. Inside storage space for up to two (2) small vehicles is also required for security and processing. The storage facility's dimensions must be such as to accommodate occasional vehicles of a larger size. Area and facilities must meet all requirements of the County.

8.2 The storage facility shall be enclosed by a fence of no less than six (6) feet in height, with three (3) strands of barbed wire surrounding the top of the fence at 6-inch (6") intervals. All gates to the fenced area must be secured by a padlock or similar locking device at all times when work is not being performed in the enclosure by authorized personnel. The enclosure must be reasonably lighted during the hours of darkness so as to discourage tampering and thefts from stored vehicles. The surface of the compound must be at least graveled. The storage facility shall be monitored by a video surveillance system in such a way as to monitor the entire facility from all four corners, of each storage lot. The video system must be capable of 24-hour video recording. All recordings must be kept for 30 days, before reuse or disposal.

8.3 Twenty-four (24) hour access to the storage facility must be made available within one hour of a request by the Greene County Sheriff for inspection, evidentiary process, and other investigative purposes as the need arises.

8.4 The Contractor's facility must be open for public business between the hours of 8:00 AM and 5:00 PM, Monday through Friday, state and federal holidays excluded. All Greene County towed vehicles must be made available for release to the public 7:00 AM through 7:00 PM, 7 days per week. The Contractor will post a telephone number at their facility for after hour's service and respond to a call for service within two hours.

9. Site Cleanup: The Contractor shall be responsible for site cleanup in accordance with the standards listed below.

9.1 Cleanup Requirements: The contract tow service shall be responsible for removal from the road and surrounding area and the proper clean-up/disposal of all vehicle parts, glass, small amounts of vehicular fluids and other debris which is attributable directly or indirectly to the cause for tow, but only after receiving authorization to do so by a Sheriff Deputy at the scene. **Exception:** The contract tow service will not be required to clean up large spills of liquids or solid materials which require lengthy cleanup operations or specialized equipment for removal. Clean up of debris or spills classified as hazardous materials by the U.S. Department of Transportation will not be a responsibility of the contract tow service.

10. Vehicles Seized Under County or Under Certain Federal or State Statutes:

10.1 Vehicle seized under the County: The County, may, at its option and sole discretion, store any vehicles seized under this Section at any storage facility. If such vehicle is stored at the facilities of the Towing Company under this Contract, the storage charges shall be limited to 50% of the storage charges permitted hereunder or not more than \$4.00 per day or not more than \$100.00 total whichever is less. **These vehicles shall not be sold as unclaimed vehicles.**

10.2 Vehicles seized pursuant to Section 513.600 et al R. S. Mo (CAFA): If the Greene County Prosecutor or the Missouri Attorney General initiates an action to forfeit a vehicle and/or its contents pursuant to Section 513.600 et al R. S. Mo. (CAFA), Towing Company agrees to defer payment of the charges for storage of the vehicle and subsequent towing of the vehicle to Greene County storage facilities or, as may be directed, to other storage facilities until such vehicle is released to the owner or ordered forfeited by the Circuit Court. The Towing Company should leave a billing with Greene County storage facility as evidence that charges are due to the Towing Company. If the vehicle is released to the owner of the vehicle, then the owner shall be responsible for payment of any monies due the Towing Company. If the vehicle is forfeited, then the Towing Company may file a claim with the Greene County

Circuit Clerk's Office, citing the case number, for all monies due the Towing Company. Fees for towing and storage shall not exceed the rates and fees stated in contract documents.

10.3 Vehicles seized pursuant to Vehicles seized/levied upon pursuant to General Execution, Section 513.090, or attached pursuant to Section 521.010, or a direct court ordered judgment:

The County, may, at its option and sole discretion, store any vehicles seized or levied upon under this Section at any storage facility. If such vehicle is stored at the facilities of the Towing Company under this Contract, the towing and storage charges shall be limited to a total amount of \$400.00 per vehicle. These vehicles would require storage for a minimum of twenty days in a secured and insured facility. In this situation, storage is usually required for a maximum of no more than forty days. The Towing Company under this contract would be responsible for the security of the vehicle until a Sheriff's Sale could be processed and the vehicle sold. The Sheriff's Sale would need to be conducted at the location of the vehicle. No vehicle seized/levied upon under this section would be released without the authorization of the Greene County Sheriff's Office. If the vehicle is released back to the current owner of the vehicle, prior to a Sheriff's Sale taking place, the owner of the vehicle would then be responsible for payment of any monies due to the Towing Company. If a Sheriff's Sale took place and the vehicle sold then Greene County Sheriff's Office would provide payment to the Towing Company at the close of the sale.

These vehicles shall not be sold as unclaimed/abandoned vehicles.

11. Access and Segregation of Stored Vehicles: Vehicles stored under this Contract must be physically segregated from all other vehicles stored by the Contractor. Upon request by the county official arranging the tow and storage, access to any and all vehicles stored hereunder shall be convenient.

12. Inventory of Contents: The tow truck operator shall sign a written listing of the vehicle contents prepared by the Sheriff Deputy at the scene. Any damage to the vehicle shall be noted prior to removing vehicle from the scene.

13. Use of Stored Vehicles: Any vehicle entrusted to the Towing Company for storage shall not be operated by Towing Company personnel except to relocate the vehicle within the storage area.

14. Care of Vehicle: The Towing Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and contents caused by the Towing Company's negligence or failure to exercise reasonable care of the vehicle (R.S.Mo.304.155.9). The Towing Company shall exercise all reasonable efforts to protect the stored vehicle from vandalism and all the possible loss while the vehicle is in the Towing Company's possession and care. Any loss to contents listed on the inventory of contents, including theft or disappearance, shall be the contractor's responsibility and the contractor shall replace or pay the replacement value of such loss.

15. Employees and Agents of Contractor: All employees, agents, assignees, subcontractors or other persons, as the case may be, who may perform any of the duties and obligations of the Contractor in the performance of the activities described in this document shall have all appropriate current licenses for the work to be performed, and shall be of such background and moral character consistent with and appropriate for the duties and obligations hereunder, which include the handling, storage, safekeeping and return of property of significant value belonging to others. The Contractor shall perform or have performed on all such persons a background investigation, which shall include, but not be limited to, reference checks of such persons' prior employment, and a criminal history check of prior federal, state and local felony, misdemeanor and ordinance violations.

16. General: Notwithstanding any provisions of this Invitation for Bid, the Contractor shall comply with all applicable statutes.

17. Charges Made by Towing Company:

- a. **Towing and Removal Charges.** The Towing Company shall be permitted to charge the owner or agent of a vehicle a reasonable fee for the towing or removal service, where the owner or agent claims the restoration of possession, in the amount specified in Towing Company's bid for each instance of towing and removal. The charge for each dispatch without actual hook-up shall be included in the Towing fee.
- b. **Storage Charges.** The Towing Company shall be permitted to charge the owner or agent of the vehicle a reasonable fee for storage of the same, when retrieved by the person or lawful successor in title owning at the time of removal to storage in the amount specified in the Towing Company's bid per day or part thereof, except as otherwise provided in the IFB. A day shall be measured by a twenty-four (24) hour period and no additional charge for such storage shall be made until after each separate twenty-four (24) hour period.

- c. **Unclaimed Vehicle Sales.** In instances where vehicles or parts thereof are not reclaimed by the owners, the County shall govern the charges and setoffs for towing and storage. The Towing Company may dispose of all vehicles that are not claimed within thirty (30) days after notice is given in accordance with Missouri State Statutes, provided such disposal complies with all applicable provisions of Missouri State Statute. All sales of unclaimed vehicles by the Towing Company shall fully comply with all provisions of Section 304.156 R.S.Mo. All proceeds in excess of the storage charges and tow charges shall be paid to the County. The Towing Company shall provide the County with a monthly report listing all vehicles disposed of during the preceding month, the sale price, and all charges made by the Towing Company against the vehicle.
- d. **County not Liable for Charges and Fees.** Nothing contained herein permitting the Towing Company to make charges shall be construed to cause any liability of the County to the Towing Company for the payment of such charges or fees except as otherwise noted herein.
- e. **Release of Vehicles.** The Towing Company hereby agrees to release vehicles which are towed pursuant to this Agreement upon the following conditions being met by a person who has an entitlement to possession of the vehicle or as otherwise authorized by the Greene County Sheriff:
 - i. Payment of all tow and storage liens; or
 - ii. An order by the Greene County Sheriff or his designee, authorizing release of the vehicle at no charge to the citizen. In such event the County shall pay the charges to the Towing Company not to exceed \$300.00 for such vehicle; or
 - iii. An order by a court of competent jurisdiction in Greene County determining that there was no probable cause to impound the vehicle; or
 - iv. An order by the Greene County Sheriff or his designee, stating that a bond has been posted with the County, guaranteeing all tow and storage liens.
 - v. The County shall not be obligated to pay the Towing Company for any tow or storage lien except when the person has posted a bond guaranteeing the payment of such charges and a court of competent jurisdiction has determined that there was probable cause to tow the vehicle and such determination has become final under Chapter 536 RSMo.
 - vi. In the event a bond has been posted and a court of competent jurisdiction has determined that there was probable cause to tow the vehicle and such determination becomes final under Missouri law, then within twenty (20) days thereafter the County shall pay to the Towing Company all storages and tow liens applicable to such vehicle, if such charges have not been paid by a person who has an entitlement to the vehicle, from the bond money posted by the owner.
 - vii. The Towing Company shall make all notifications to the owner and lien holder as set forth in Section 304.156 RSMo.
 - viii. Any prescription medicines in the vehicle shall be released to the owner of the vehicle upon request **without** requirements of payment of charges. (Ref: Section 304.155.9, RSMo).

18. Facilities and Services Provided by County: The County shall provide and make available to the Towing Company orders containing the location and the description of each vehicle required to be towed or removed by the Towing Company.

19. Facilities and Services to be Provided by Towing Company: The Towing Company by the performance of its obligations under this Agreement shall provide and accomplish at its sole cost and without cost or setoff against the County the following:

- A. Motor vehicle storage facility and parking lot in accordance with the specifications.
- B. Provide necessary forms, records and documents to keep an accurate memorial of each transaction made in performance of this Agreement and immediately institute adequate accounting and auditing procedures

approved by the Greene County Sheriff, or their designees. All documents relating to each vehicle towed and not reclaimed shall be maintained by the Towing Company for not less than three (3) years; documents retained shall include but not be limited to: tow form, crime inquiry and inspection report, all correspondence with the Missouri Department of Revenue, and all other documents and information relating to final disposition of the vehicle (Ref: Section 304.155. R. S. Mo)

- C. As directed by the County, provide such storage facility, storage area surfacing, lighting, security, and maintenance thereof in accordance with the specifications.
- D. All necessary personnel and equipment for accommodation of the public as directed by the County if not specifically herein after specified. Tow Company shall have a telephone at the place of business and storage area. At least one telephone line will be dedicated to receiving calls from the Greene County Sheriff or the 911 Communications Center. No answering services shall be permitted.
- E. Operate such services and provide for accommodation of the public as directed by the County if not specifically herein after specified
- F. Provide such electrical power and other utilities as may be required to operate such facilities and perform such services.
- G. Provide all fuel, maintenance and other requisites for the efficient operation of equipment.
- H. Secure all necessary licenses, permits, interests and comply with all applicable laws.
- I. Provide not less than three (3) tow trucks for small vehicles that meet the minimum equipment regulations set forth. Such tow trucks shall be operational and primarily dedicated for tows ordered by the Greene County Sheriff at all times to expeditiously handle all services under this Agreement and to provide sufficient drivers and other manpower as becomes necessary; and furnish necessary manpower to man such vehicles to provide emergency towing service on a twenty-four hour basis, seven days a week.
- J. Assume responsibility for all costs associated with the disposition of all unclaimed vehicles. Provide leaflets on the services and charges related to the Tow Company as required by the State laws.
- K. All vehicles must be dispatched utilizing real time technology such as; 2-way radio, cellular device, mobile computer or pager to ensure efficient service throughout the towing operation.
- L. The Towing Company office shall be neat and professional in appearance at all times and provide hours of service as specified.
- M. All operations shall be in strict conformance with all applicable federal, State and laws and regulations as amended from time to time.
- N. In addition to other requirements and rules, regulations and orders of the County, ensure the security of persons property on premises utilized by the Towing Company and of all property coming within the possession of the Towing Company incident to the performance of this Agreement.
- O. Except in periods of extraordinary weather conditions, as determined by the Greene County Sheriff or his designee, the Towing Company shall respond to all calls for tow service by the County under this Agreement by dispatching a tow vehicle, which vehicle shall respond by arriving at the required Urban Location (10 mile radius from Park Central Square) within thirty (30) minutes or Rural Location (20 mile radius from Park Central Square) within forty-five (45) minutes after notification by the Greene County Sheriff or 911 Communications Center of the request for the tow. In periods of extraordinary weather conditions, the Towing Company shall not use vehicles required pursuant to the Agreement for purposes other than providing service hereunder except upon first obtaining permission from the Greene County Sheriff or his designee. During other extraordinary situations when more than three vehicles are required to respond to an incident the Greene County Sheriff may in its discretion authorize temporary storage of vehicles at locations other than at the required storage facility. Such temporary storage shall not be for more than six (6) hours. In the event for some reason the Towing Company does not have a vehicle for immediate dispatch, the Towing Company shall notify the Greene County Sheriff or 911 Communications Center at the time a tow is requested. In the event a vehicle is not available for dispatch or in the event the Towing Company does not dispatch a vehicle when requested or in the event the vehicle does not respond within the required time period [thirty (30) or forty-five (45) minutes], the County may request such service from another tow

company. The County shall have the right to enter into contracts with other tow companies to provide tow service in the event the Towing Company fails or is unable to provide service under the contract. If the Towing Company is not able to respond or the response time exceeds the stated time requirements, the Greene County Sheriff or 911 Communications Center may contact another towing service contractor. In the event the County exercises its right to use another tow service as set forth herein, the Towing Company shall accept any vehicle so towed for storage at the storage rate and shall release such vehicle upon the payment of the storage fee and an order by the County. Failure to dispatch a Tow Truck or respond within the required time may be treated by the County as a breach of this contract. Repeated failures to provide service as set forth herein may be treated as a major breach for purpose of termination. During periods of extraordinary weather conditions, the Greene County Sheriff or his designee may direct the Towing Company to remove vehicles that are blocking streets and highways and temporarily store such vehicles along the side of the road or street or other place. The Greene County Sheriff shall place a notice on the vehicle stating that such vehicle is subject to a tow lien.

- P. The Towing Company shall provide cleanup service in accordance with the specification.
- Q. The Towing Company shall conspicuously post the schedule of charges permitted under this contract in its office where payment for services is received.
- R. The Towing Company must accept cash or valid bank credit card for payment of towing and storage fees, provided if the tow was incident to accident or arrest the credit card does not need to be accepted. The Towing Company shall have sufficient monies at the storage facility to make change to accommodate cash transactions (Ref: Section 304.158.7 R. S. Mo).

20. Inspections by County: The County may perform inspections and audits of the operations, records, equipment, premises used, procedures and such other matters relating to the accomplishment of the purposes and objects of this agreement and for the safety, well-being and accommodation of the public. The Towing Company shall make all of its premises, equipment, records, facilities, and personnel available upon request of such inspections and, unless substantial disagreement then exists, to be resolved as heretofore herein provided, the Towing Company shall immediately conform to the County's directive.

21. Identification of Tow Vehicles and Tow Company Employees: All tow vehicles operated by the Towing Company shall be identified with the name, address, phone number and DOT number of the Towing Company which shall be clearly shown on the vehicle at all times. The Towing Company name, the County and the state on the vehicle shall be displayed in letters not less than three inches (3") high on the sides of the towing vehicle (Ref: Section 304.158.5 RSMo).

Towing Company Employees shall be uniformed with the name of the Towing Company and the employees first name prominently displayed on the uniform. Each employee may also display a company photo identification badge on his or her person. Tow truck operators and Towing Company employees shall act in a professional manner at all times when dealing with the public. Tow truck operators shall possess a valid Missouri Driver's License with the proper endorsements to be operating the tow vehicles.

22. No Partnership or Joint Venture with County: Nothing herein contained shall be deemed, or construed to create an agreement of partnership, or joint venture, between the parties hereto, nor shall the Towing Company at any time or times use the name or credit of the County in purchasing, or attempting to purchase, any fuel or equipment, or any supplies, services or any other thing or things, whatsoever; and nothing herein contained shall be deemed or construed to create the relation of landlord and tenant between the parties hereto; it being the true intent of this agreement that the Towing Company shall hereby be granted a license to the extent, and upon the terms, provisions and conditions herein set forth, and not otherwise.

23. Taxes and Licenses: The Towing Company shall pay all taxes of whatever character, which are legally levied upon Towing Company's facilities or operations hereunder and upon Towing Company's rights to use the premises. Towing Company shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other license necessary for the conduct of its operations hereunder.

24. Vandalism: Towing Company shall be responsible for the cost of any devices necessary to protect towed vehicles against vandalism or theft, and for the security of persons property on its premises, and be responsible for the loss of property and injury to persons through failure of security measures provided by the Towing Company.

25. Indemnity and Insurance: Towing Company shall procure and maintain, at its sole cost, insurance coverage of the type and minimum limits as described in the contract attached hereto, and shall further agree to defend, indemnify and hold harmless the County as provided in said attached contract.

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.

Item	Description	Unit Price
1.	Small Vehicles- Storage charge per day, per vehicle, in accordance with the attached specifications.	\$_____ each
2.	Small Vehicles- Towing fee from hookup location to storage area per vehicle in accordance with attached specifications. (Includes dispatch fee and all cost of preparation and towing to storage as may be necessary).	\$_____ each
3.	Large Vehicles- Storage charge per day, per vehicle, in accordance with the attached specifications.	\$_____ each
4.	Large Vehicles- Towing fee from hookup location to storage area per vehicle in accordance with attached specifications. (Includes dispatch fee and all cost of preparation and towing to storage as may be necessary).	\$_____ each
5.	Additional Charges- May be charged as necessary in addition to towing fee- Bid Item 6. Drop Drive Shaft Pull Axle Hook up Towing Lights Release Brakes/Cage Brakes Use Air Bags to Lift Winching (**A winching fee will only be charged when a vehicle has to be winched right side up, or from an off-road location onto a road for towing. **) Yard Work (Includes returning vehicles to drivability: reconnect drive shaft, brakes, axles, etc.)	\$_____ each \$_____ each \$_____ each \$_____ each \$_____ each \$_____ each \$_____ /hour
6.	Equipment On Site (Charge for towing equipment while idle or on standby at site. Charge begins on arrival and ends on departure from site- hourly rate less any charges for item 8) Describe each towing vehicle this charge applies. Vehicle #1 Vehicle #2 Vehicle #3 Vehicle #4	\$_____ /hour \$_____ /hour \$_____ /hour \$_____ /hour

Bidder's Name _____

Item	Description	Unit Price
7.	Storage Charge- Storage charge per day, per item in accordance with attached specifications	\$_____/day
8.	Miscellaneous Equipment- Towing and winching fees from pick up location to storage facility at tow storage yard or at Sheriff's storage facility in central Springfield.	\$_____ each
9.	Sheriff's Vehicles- Towing fee from hookup location to storage are per vehicle in accordance with attached specifications. (Includes dispatch fee and all cost of preparation and towing to storage as may be necessary)	\$_____ each
10.	Sheriff's Vehicle Tire Change Service- Service truck fee for delivery of patrol car tire and roadside installation.	\$_____/service call
11.	Sheriff's Vehicle Lock Out Service- Service to unlock vehicle if the keys get locked inside.	\$_____/service call

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: _____
 Authorized Person's Signature)

Email: _____

(Print or type name and title of Signer)

(Company Street/P.O. Box Address)

Federal Tax ID No.: _____

(City, State, Zip Code)

Date: _____



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

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

11.0 Sample Contract:

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

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

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, ("County"), and the Contractor identified on page one of this document ("Service Provider").

WITNESSETH:

THAT WHEREAS, Greene County desires to engage the Service Provider to provide **Custody Towing & Storage Services** described in **Invitation for Bid #25-11094** which is attached hereto and incorporated herein as **EXHIBIT A**; and

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

WHEREAS, the County desires to engage the Service Provider to provide such goods or perform such services.

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

PART A – FUNDAMENTAL TERMS

- 1. Location of Project:** Services for the Greene County Sheriff's Office, at various locations within Greene County MO.
- 2. Description of Services/Goods to be Provided:** Custody Towing & Storage Services.
- 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 four (4) 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 #25-11094; 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.
- 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 B**. The Service Provider agrees that the price for all line items outlined in **EXHIBIT B** 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 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. **Records and Reports:** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

PART C - LEGAL RELATIONS AND RESPONSIBILITIES

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

- d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
 - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.
4. **Section 285.530(2) RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 the Contractor shall provide County an acceptable notarized Affidavit stating:
- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services. Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo, effective January 1, 2009.
5. **Section 34.600: This section shall be known as the "Anti-Discrimination Against Israel Act**
Pursuant to RSMo. §34.600, (Greene County Missouri) is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. **This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees.** Completion of an affidavit form provided by Greene County, Missouri which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a precedent required as a condition of award. See Attachment III.
6. **Independent Contractor:** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
7. **Use of Patented Materials:** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in

the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and hold the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

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

not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.

16. **Force Majeure:** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to Part C, Paragraph No. 15.
17. **Non-liability of County Employees:** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
18. **Conflicts of Interest:** No official, employee, agent, representative or volunteer of the County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State, or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect Contractor shall not acquire or otherwise obtain any interest direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this agreement.
19. **Construction and Amendment:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
20. **Severability:** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
21. **Authority:** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
22. **Special Provisions:** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in this Agreement.

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

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

COUNTY OF GREENE

SERVICE PROVIDER

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 Insurance Requirements and Indemnification

1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the awarded contract.
2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and with companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
3. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County of at least \$3,448,710.00 for all claims arising out of a single accident or occurrence, covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
4. **Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
5. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of at least \$3,448,710.00 for all claims arising out of a single accident or occurrence, covering both bodily injuries, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
6. **Garage Keepers Insurance:** For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$1,000.00 deductible per occurrence, with a limit of at least \$1,000,000.00 for all claims arising out of a single accident or occurrence.
7. **Towing On-Hook Policy:** For protection of the vehicles being towed, subject to not more than \$1,000 deductible per occurrence shall be carried with sufficient limit of liability to cover damages.
8. **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance for each policy which name the County, its elected officials and employees as additional named insureds in an amount as required in this paragraph and sufficient to cover sovereign immunity limits for Missouri public entities (\$3,448,710.00 per occurrence for 2025) as calculated by the Missouri Department of Insurance, and published annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30)

day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance.

9. **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.

10. **Non-Waiver of Sovereign Immunity:**

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

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

13.0 Notice and Instructions to Bidders

Regarding Sections 285.525 through 285.550 RSMo, Effective January 1, 2009 and Section 292.675 RSMo, Effective August 28, 2009

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

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

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

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

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

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signature page from E-Verify program's Memo of Understanding (MOU)). See attached sample on page 31-32.

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

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

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



14.0 E-Verify Affidavit

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

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

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

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

Signature

Name: _____

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

Notary Public

My commission expires: _____

SEAL:

15.0 Sample E-Verify Signature Page

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



Company ID Number:

Approved by:

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



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	



16.0 Affidavit of Compliance with Section 34.600 R.S.MO., ET SEQ. for Contracts Over \$100,000.00

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (*Name*) who is _____ (*Title*) of _____ (*Name of Company*)

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

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

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

Signature

Name

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

Notary Public

My commission expires:

17.0 Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

functionality. Such right-to-return offer to the County arising from the County's receipt of defective goods or services shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

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

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

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

Buy American

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