

**ST. FRANCOIS COUNTY, MISSOURI
INVITATION FOR BID (IFB)**

IFB NO.:
TITLE: **Assessment List Design / Mailing Services**
ISSUE DATE:

CONTACT:
PHONE:
E-MAIL:

CONTRACT NO:

RETURN IFB NO LATER THAN:

RETURN IFB TO:

**Clerk of the County Commission, Kevin Engler
St. Francois County
Courthouse Annes-Suite 300
Farmington, MO 63640**

SUBMITTAL INSTRUCTIONS:

Print the IFB Number, Title, and Return Due Date on the outside of the package and return this entire document, three copies and any additional documents requested with the IFB submittal.

CONTRACT TERM:

It is anticipated that the contract shall commence for a one (1) year term with the option to renew for three (3) additional one-year periods.

DELIVER GOODS/SERVICES FOB (Free on Board)
DESTINATION TO THE FOLLOWING ADDRESS:

**St. Francois County Assessor
1 W Liberty St Ste 200
Farmington, MO 63640**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The bidder further agrees that the language of this IFB 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 St. Francois County or when an Agreement for Contract Services is certified by the St. Francois County Auditor, a binding contract shall exist between the bidder and the County of St. Francois, 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

IFB ORGANIZATION

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- Part 1: Introduction and General Information
- Part 2: IFB Specifications - Scope of Services
- Part 3: Service Guidelines
- Part 4: Specifications
- Part 5: Special Provisions
- Part 6: Financial Terms
- Part 7: Pricing Section
- Part 8: Agreement for Contract Services
- Part 9: Attachments I and II
- Part 10: Additional Terms and Conditions
- Part 11: Bid Document Checklist

Part 1: Introduction and General Information

PURPOSE: This document constitutes an Invitation for Bid (IFB) from prospective contractors for the purchase of Assessment List Services to be performed for the Assessor of St. Francois County, Missouri.

ORGANIZATION OF PROPOSAL: The Proposal will be evaluated by the County and shall include, at a minimum, the following information:

- **REFERENCES**
On Page 13 of this document provide four (4) references for similar services provided by your company within the last three (3) years. Include a detailed description of the services, name of the office and office holder and/or other contact names, phone numbers, date services were provided, etc.
- **PRICES**
This section shall itemize the costs for services – See Part 7: Pricing Section.
- **SIGNATURE**
The qualifications shall be signed by an official authorized to bind the bidder's firm.

NOTORIZED AFFIDAVITS: Refer to Attachment I, Notice and Instructions to Bidders/Vendors regarding Sections 285.525 through 285.550 RSMO, effective January 1, 2009 attached hereto.

BUSINESS COMPLIANCE: The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the 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 St. Francois County. The compliance to conduct business in the state shall include but not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- License and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

PROJECT ADMINISTRATION: Submit all questions about the Contract Documents to the St. Francois County Assessor's Office, in writing. Replies which modify the Documents will be issued to the Bidders of record as Addenda to the Drawings and Specifications, and will form a part of the Contract. The Owner will not be responsible for oral clarifications. Questions must be received by the St. Francois County Assessor's Office no later than seven (7) working days prior to the Bid opening date. No Addenda will be issued less than four (4) days prior to the Bid opening date.

SUBMITTING A BID: Bids must be priced, properly endorsed by a person authorized to legally bind the bidder, and returned with all necessary attachments to the County prior to the closing date and time which appears on the front page of the IFB. Bidder shall submit the entire bid document and three copies. 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.

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

BID OPENING: Information contained in bids will not be released prior to the opening, and then only to those who appear at the public bid opening. Attendance at the public bid opening is not mandatory. Pricing information will be read aloud to those attending the public opening. Upon award of contract, bid tabulations will not be provided by telephone, but may be examined by appointment during normal business hours.

BIDDER CONTACT: Unauthorized contact with county personnel other than the contact listed for this project while the bid and evaluation are in progress will result in immediate disqualification of the bid.

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 County Office.

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 supplier to check the County website for bid postings. The County is not responsible and accepts no liability in the event a supplier is not sent a bid document. 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.

AMENDMENTS TO A BID: 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.

Alternate Bids for items will be accepted except when stated "**NO SUBSTITUTIONS**". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The county may accept or reject alternate bids; whatever is most advantageous to the County.

AWARDS OF BID: Award shall be made on an item-by-item basis or award may be made to the lowest and best bid total to the most responsive and responsible bidder who conforms to the solicitation, and whose bid is considered to be the most advantageous to the county, price and other factors considered.

Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid.

Award of bid shall be in accordance with all applicable public procurement and purchasing laws and requests. Any award resulting from this bid will be made by written notification from the County Office in the form of an authorized purchase order signed by the County Office.

The County reserves the right, in the best interest of the County, to reject any and all bids, to waive any minor informality or irregularity in a bid, to make multiple vendor awards based on the needs of the County, and to select the offer deemed most advantageous to the County.

DEFINITIONS:

1. The term 'County' means the County and its designated representatives.
2. The term 'Vendor' means Supplier, Contractor and Seller and includes designated representatives.
3. The term 'IFB' means Invitation for Bid.
4. The term 'Agreement/Contract' means Binding Agreement, Contract, Request for Purchase, Order.

CONTRACT TERM: Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

ACTS OF GOD: No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

LANGUAGE: Bids and all related documents will only be accepted in the English Language.

Part 2: IFB Specifications – Scope of Services

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

When applicable; all submitted bids must be accompanied by adequate literature giving full description of features, technical data, and capabilities of the equipment being offered.

Submission of the above required data, descriptions, brochures, etc. does not relieve the bidder of full compliance with the specifications stated herein, and the County shall be under no obligation to accept equipment which does not meet the specific requirements listed herein.

OVERVIEW OF REQUIRED SERVICES

The county is soliciting bids for improving the system for notification of taxpayers regarding the assessment of personal property.

1. CREDENTIALS

Interested bidders must provide examples of previous Assessment List design/ mailing projects which include references, names, and contact information from four (4) counties for whom this work has been performed.

2. CONSULTING SERVICES

Bidders will provide, at minimum, two (2) hours of on-site consultation with the County Assessor and staff to reach consensus regarding the details of the proposed design and system improvements.

- 2.1. Develop systems and methods that improve accuracy and significantly reduce the time required to manage the process for notifying taxpayers regarding the declaration of personal property items.
- 2.2. Analyze and redesign Assessment Lists to:
 - 2.2.1. Improve and streamline communication with property owners.
 - 2.2.2. Guarantee compliance with all provisions of the governing statutes of the State of Missouri and the Missouri State Tax Commission.
- 2.3. Propose methods and processes to significantly reduce postage costs for distribution of Assessment Lists.
- 2.4. Develop public relations materials and methods that enable the county to more easily manage the process of informing citizens of the requirements for declaring personal property and the responsibilities of each party.

3. SOFTWARE DEVELOPMENT

- 3.1. All custom software applications that are developed to improve the county's personal property assessment and notification systems must be compatible with the county's network including:
 - 3.1.1. Workstations running Windows 10 operating systems
 - 3.1.2. Windows Server 2016-2022, and IBM Mainframe environments

4. ELECTRONIC MAILING

- 4.1 Should the County decide to implement electronic distribution of assessment lists. Bidders must be able to propose and execute electronic mailing solutions in order to be eligible for contract award.

5. ADDRESS MANAGEMENT SERVICES

- 5.1. Bidders will propose methods for managing the domestic and foreign mailing addresses of property owners to ensure accuracy and completeness of the county's records. Proposed methods may include, but should not be limited to, National Change of Address (NCOA) processing provided by USPS, and should take into account both temporary and permanent address changes.
- 5.2. Bidders will propose methods and processes that significantly reduce the number of mail pieces returned Undeliverable as Addressed (UAA) by the USPS.
- 5.3. Bidders will provide, at minimum, two (2) hours of on-site training to assist the Assessor's Office personnel in complying with addressing standards outlined in USPS Publication 28.
- 5.4. Bidders will provide instructions for ongoing maintenance of addresses and make recommendations for archiving and retention of records.

6. CONFIDENTIALITY GUARANTEE

- 6.1. The successful bidder agrees that all information obtained from the county will be held in strict confidence, and that no part of any data file will be given to, sold to, or divulged in any way to a third party. All names and addresses and any other information will be used strictly for activities associated with this project.

Part 3: SERVICE GUIDELINES: DATA MANAGEMENT, IMAGING, MAILING, POSTAGE

7. IMAGING OF VARIABLE INFORMATION

- 7.1. The county will provide the successful bidder with data files containing property owners' names, addresses and other information necessary for Assessment List imaging and mailing address maintenance. Supplier will modify data as needed to create a finished mailing database.
- 7.2. Data File Integrity: supplier will guarantee the integrity of the information for each taxpayer and assume responsibility for the information printed on each document. Supplier will demonstrate to the satisfaction of the county the steps taken to avoid introduction of errors.
- 7.3. Placement on Page: variable information must be accurately aligned with headings and positioned to meet specifications that ensure postal automation discounts. The design will accommodate all required variable information including bar codes, and it will be guaranteed to work with printing equipment, scanning equipment and any other processing equipment used by the County.

8. OPTIONAL INSERTS

- 8.1. Should the County decide to include additional inserts, to convey information not included on the assessment list, bidders will provide pricing for design and printing the additional piece to be included with all outgoing assessment lists. Size: 8.5 x 3.67", printed in black on Canary 60 lb. offset paper.

9. BARCODING

- 9.1. Barcoding symbology: Interleaved 3 of 9 with Human Readable account number.
- 9.2. Print Quality: All bar codes must scan at ANSI grade "A" and comply with ISO 15416 (formerly ANSIx3.182) standards for bar code print quality. Successful Bidder will demonstrate statistical sampling method used during verification process in the production of bar codes. The Bar Code must be imaged permanently in toner, and continue to be readable for a period of 5 years after initial imaging, even if piece is exposed to liquids.
- 9.3. Ability to Scan: Supplier must guarantee bar code decoding with all types of hand scanners and document imaging systems in use by the county.

10. POSTAL PROCESSING

- 10.1. Design: the design of all mail pieces must allow for efficient processing through the Postal Service's reading and sorting equipment with minimal damage to the piece. A sample of the proposed construction must be provided for approval prior to production of order.
 - 10.1.1. Compliance: bidders will provide design/consultation services (see section 2), and will be responsible for ensuring that the final design meets all USPS requirements for automation processing.

- 10.2. Image Quality: all variable data, including intelligent mail bar codes must be imaged at a minimum of 1200 DPI, must not contain voids, and must provide a print contrast ratio that meets or exceeds Postal equipment scanning requirements.
- 10.3. Quantity Mailed: successful bidder will provide evidence regarding the number of pieces mailed by way of a certified USPS postage statement. Any discrepancies between final data extract and the quantity mailed must be provided to the county in the form of a written report.
- 10.4. Delivering to BMEU: Specify the Missouri BMEU location for all mailings.

11. POSTAGE COSTS/PAYMENTS

The successful bidder will propose methods and processes that significantly reduce postage costs for mailing Assessment Lists.

- 11.1. Physical Characteristics: to maximize postal discounts, the physical characteristics of the mail piece and the addressing format must comply with all postal specifications for automated mailings.
- 11.2. Postal Discounts: the bidder will guarantee postage discounts based on the USPS automation rate, plus additional discounts for 5-digit sorts, carrier route sorts, and other presorts that apply.
- 11.3. Postage Cost Guarantee: supplier will provide exact postage costs based on presort discounts for the mailing as indicated above, and will guarantee these postage costs at the time of mailing.
- 11.4. Postage Cost Variances: supplier will be responsible for any difference in postage costs. If, at the time of mail entry, it is determined that the pieces cannot be mailed at the rate quoted on the original bid, the supplier will pay the difference to the USPS.
- 11.5. Postage Remittances: supplier will be responsible for all transactions with USPS including remitting payment for postage and purchasing all permits required for mailings. The cost for Postal permits, if applicable, will be itemized on the bid.

Part 4: Specifications for products and services

12. RESIDENTIAL PERSONAL PROPERTY ASSESSMENT LISTS

- 12.1. Residential Personal Property Assessment Lists: 8 ½ x 14, 28 lb. OCR 97 bright white paper printed in 3 PMS Colors with full bleed on face and back. Must be compatible with all county scanning equipment and with U.S. Postal Service reading and sorting equipment. Specific taxpayer information to be variably imaged on one (1) side in black Toner.
 - 12.1.1. #10 Window Envelopes, window size: 4 ¾" x 3". Positioned as follows: 3/8" from left, 5/8" from bottom. Printed on face in black.
 - 12.1.2. #9 Return Window Envelopes 4 ¼" x 2". 4 1/8" from left, ½" from bottom. Printed on face and back in black.
- 12.2. Processing: Image taxpayer information on Assessment Lists. For records containing more than 40 property items, generate and match-insert a multi-page overflow report showing all items and additional information required for automated data entry. Match and insert all related pieces, including Assessment Lists, overflow reports, inserts (if applicable) and a #9 return window envelope into a #10 outgoing envelope, presort and deliver to Business Mail Entry Unit (BMEU).
 - 12.2.1. Mailing proofs to be delivered to the county within ten (10) days after receipt of data files
 - 12.2.2. Postage: remit payment to USPS

13. BUSINESS PERSONAL PROPERTY ASSESSMENT LISTS

- 13.1. Business Personal Property Assessment Lists: 8 ½ x 14, 28 lb. OCR canary paper printed in 2 PMS Colors with full bleed on face and on back. Must be compatible with all county scanning equipment and U.S. Postal Service reading and sorting equipment. Specific taxpayer information to be variably imaged on one (1) side in black Toner.
 - 13.1.1. #10 Window Envelopes, window size: 4 ¾" x 3". Positioned as follows: 3/8" from left, 5/8" from bottom. Printed on face in black.
 - 13.1.2. #9 Return Window Envelopes 4 ¼" x 2". 4 1/8" from left, ½" from bottom. Printed on face and back in black.
- 13.2. Processing: Image taxpayer information on Assessment Lists. For records containing more than 40 property items, generate and match-insert a multi-page overflow report showing all items and additional information required for automated data entry. Match and insert all related pieces, including Assessment Lists, overflow reports, inserts (if applicable) and a #9 return window envelope into a #10 outgoing envelope, presort and deliver to Business Mail Entry Unit (BMEU).
 - 13.2.1. Postage: remit payment to USPS

14. PERSONAL PROPERTY ONLINE FILING POSTCARDS

- 14.1. Online Filing Postcards: 4 ¼ x 5 ½ Canary Postcard Stock. Merge static and variable taxpayer information on one (1) side in black Toner.
- 14.2. Processing: Presort and deliver to Business Mail Entry Unit (BMEU).
 - 14.2.1. Postage: remit payment to USPS

15. PERSONAL PROPERTY SECOND NOTICE POSTCARDS

- 15.1. Second Notice Postcards: 4 ¼ x 5 ½ White Postcard Stock, printed in 2 PMS Colors with full bleed on face and on back. Must be compatible with U.S. Postal Service reading and sorting equipment. Specific taxpayer information to be variably imaged on one (1) side in black Toner.
- 15.2. Processing: Presort and deliver to Business Mail Entry Unit (BMEU).
 - 15.2.1. Postage: remit payment to USPS

16. ADDITIONAL SERVICES ASSOCIATED WITH PROJECT

Bidder will itemize costs for all services on bid, including:

- 16.1. Delivery/freight costs for all items, including items shipped directly to Assessor's office
- 16.2. Design/typesetting services associated with any part of the project
- 16.3. Data file setup/prep services associated with project
- 16.4. Postal mailing permit fees

All questions related to this IFB must be submitted in writing to the county. See page one (1) for contact information.

Answers will be provided in the form of an addendum. Questions must be received no later than seven (7) working days prior to Bid Opening. No Addenda will be issued less than four (4) days prior to the Bid opening date.

Part 5: Special Provisions

At this time there are no special provisions related to this Bid Document.

Part 6: 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 related to invoicing as requested by the County.

Prices shall remain firm for a minimum of one (1) year. Cost increases may be negotiated at the time of renewal but will be subject to approval by the County.

Increases will be considered only when the Contractor can provide sufficient evidence that their operating costs have increased. The contractor shall provide written notification of acceptance or rejection of the extension of the contract.

Part 7: Pricing Section

Pursuant to and in accordance with the above stated IFB the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees to furnish the item(s) submitted below, including delivery to St. Francois County, Missouri in accordance with the delivery schedule and according to the prices, products/services information submitted.

NOTE: Projected quantities specified in the table below may vary depending on the results of bidder's proposed process improvements.

Line No.	Section	Qty	Description	Unit Price	Total \$ Amount
1.	2	4	On-Site Consulting Services – 4 hours (2 hours Improvements found in Section 2 and 2 hours Training Section 4.3)	\$	\$
2.	3		Software Development	\$	\$
3.	4	1	Address Management Services	\$	\$
4.	8.1	22,000	Inserts (Optional)	\$	\$
5.	12.1	21,500	Residential Personal Property Assessment Lists	\$	\$
6.	12.1.1	22,100	#10 Window Envelopes (For Residential and Business)	\$	\$
7.	12.1.2	22,100	#9 Return Window Envelopes (For Residential and Business)	\$	\$
8.	12.2	19,500	Processing – supply proofs, image taxpayer information on Assessment Lists & Overflow reports. Insert Lists, reports, #9 Return Envelopes, etc. into #10 envelope, presort and deliver to BMEU	\$	\$
9.	12.2.2	19,500	Postage: remit payment to USPS	\$	\$
10.	13.1	2,800	Business Personal Property Assessment Lists	\$	\$
11.	13.2	2,600	Processing – supply proofs, image taxpayer information on Assessment Lists & Overflow reports. Insert Lists, reports, #9 Return Envelopes, etc. into #10 envelope, presort and deliver to BMEU	\$	\$
12.	13.2.1	2,600	Postage: remit payment to USPS	\$	\$
13.	14.1	8,000	Online Filing Postcards	\$	\$
14.	14.2	8,000	Processing – supply proofs, image taxpayer information on postcards, presort and deliver to BMEU	\$	\$
15.	14.2.1	8,000	Postage: remit payment to USPS	\$	\$

Line No.	Section	Qty	Description	Unit Price	Total \$ Amount
16.	15.1	9,600	Second Notice Postcards	\$	\$
17.	15.2	9,600	Processing – supply proofs, image taxpayer information on postcards, presort and deliver to BMEU	\$	\$
18.	15.2.1	9,600	Postage: remit payment to USPS	\$	\$
19.	16.1	1	Delivery / Freight charges	\$	\$
20.	16.2	1	Design / Typesetting charges	\$	\$
21.	16.3	1	Data / Setup charges	\$	\$
22.	16.4	1	Postal Permit Fees	\$	\$
			TOTAL		\$

CONTRACTOR REFERENCE INFORMATION

Bidder shall submit as a part of the bid proposal a minimum of four (4) references with the names of the offices served, office holders and additional contacts, addresses, telephone numbers and dates when services were provided.

Attach to this Bid: Design samples and documents containing detailed descriptions of the services provided.

Name: _____

Name: _____

Name2: _____

Name2: _____

Address: _____

Address: _____

Tel No.: _____

Tel No.: _____

Email: _____

Email: _____

Contact: _____

Contact: _____

Date of Service: _____

Date of Service: _____

Name: _____

Name: _____

Name2: _____

Name2: _____

Address: _____

Address: _____

Tel No.: _____

Tel No.: _____

Email: _____

Email: _____

Contact: _____

Contact: _____

Date of Service: _____

Date of Service: _____

Bidder's Name: _____

Part 8: Agreement for Contract Services

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the County of St. Francois, ("County"), and the Contractor identified on page one of this document, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

FUNDAMENTAL TERMS

- A. Location of Project:** St. Francois County - location(s) as set forth in the Scope of Services included herein.
- B. Description of Services/Goods to be provided:** Provide goods/services in accordance with Scope of Services, included herein.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on awarded date ("Commencement Date") with the option to renew for two (2) additional one (1) year periods.
- D. Representatives - Designated to act on behalf of each party:**
- D.1. County's Representative:**
Name: _____ Phone: _____ Email: _____
- D.2. Contractor's Representative:**
Name: _____ Phone: _____ Email: _____
- E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. 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.

GENERAL PROVISIONS

SERVICES OF CONTRACTOR

Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, 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 Scope of Services, the installation) of such goods, supplies, equipment or personal property.

Changes and Additions to Scope of 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 Scope of Services 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. It is expressly understood by Contractor that the provisions of this Section 'Changes and Additions to Scope of Services' shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein.

Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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.

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.

Instructions from County. In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.

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.

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.

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

INSURANCE AND INDEMNIFICATION

- A. 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 in compliance with the Section 'Prohibition Against Subcontracting or Assignment' of this Agreement, 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 this Section 'Insurance and Indemnification'.

- B.** Contractor's Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph 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 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.
- C.** 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 St. Francois County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for St. Francois County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one 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.
- D.** 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 sublet, 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.
- E.** Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, 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.
- F.** Professional Liability - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- G.** Other Insurance - Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- H.** Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish 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 of the facility contracted.

- I 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 St. Francois from its own negligence.
- J 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.

LEGAL RELATIONS AND RESPONSIBILITIES

- A. Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws 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.
- B. 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.
- C. Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::
- 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".
 - 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.
 - 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 or national origin, age or ancestry of any individual.

- **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.
- **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:
 - Withholding of payments under this Agreement until the Contractor complies; and/or
 - Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- **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.

D. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- 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
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, 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.

E. 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 shall, 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.

F. 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 save 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.

G. 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.

- H. 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.
- I. 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.
- J. 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 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- K. 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.
- L. 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 St. Francois County, and Contractor agrees to submit to the personal jurisdiction of such court.
- M. 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.

N. 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.

O. 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.

P. 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.

Q. Conflicts of Interest

- No official, employee, agent, representative or volunteer of 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 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.

MISCELLANEOUS PROVISIONS

A. 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.

B. Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the address found on Page 1.

Notices to Contractor shall be delivered to the address set forth on Page 1. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section B.

C. 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.

D. 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.

E. 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.

F. Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part 5 of this Agreement ("Special Provisions").

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY ST. FRANCOIS COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF ST. FRANCOIS

CONTRACTOR

By: _____

By: _____

By: _____

Title: _____

By: _____

Title: _____

AUDITOR CERTIFICATION

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.

County Auditor

Date

Notice and Instructions to Bidders/Vendors

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., St. Francois 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.

St. Francois County, Missouri, in order to comply with sections 285.525 through 285.550 RSMO, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the contractor shall submit the following documents:

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 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that 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 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*

St. Francois 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.uscis.gov/> or by calling **800-375-5283**.

Part 9: ATTACHMENT I

**Affidavit of Compliance with Section 285.500 R.S.Mo., 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 R.S.Mo., 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: _____

ATTACHMENT II

Company ID Number: _____

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

01/01/2009

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

01/01/2009

Date

Memo of Understanding - MOU
E-Verify

Part 10: Additional Terms and Conditions

PREPARATION OF BIDS

- A. Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions of the IFB. Failure to do so will be at bidder's risk. In case of an error in extension, the unit price (s) will govern.
- B. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidders risk.
- C. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed.
- D. 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.
- E. All supplies and equipment offered in a bid must be new and of current production unless the IFB clearly specifies that used or re-conditioned supplies or equipment may be offered.
- F. Firm prices shall be bid and include all packing, handling, and shipping charges.
- G. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
- H. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days from bid opening and for the specified contract period.
- I. St. Francois County, Missouri does not pay federal excise and sales tax on direct purchases of tangible personal property.

MODIFICATION OR WITHDRAWAL OF BIDS

- J. A bid may be modified or withdrawn by written notice received prior to the official closing 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 closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered.
- K. After official closing date and time, no bid may be modified or withdrawn.

NO BIDS AND FUTURE SOLICITATIONS

- L. If no bid is to be submitted, the bid should be marked "NO BID" and returned in order to maintain the bidders name in file for future solicitations. If a bidder fails to respond to a reasonable number of bids without returning a "NO BID", the County reserves the right to delete the bidder from the vendor file for future solicitations.

BID OPENING

- M. Bid openings are public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered by the proper time to the office of the County Commission. Bids which for any reason are not so delivered will not be considered. Offers by telegram, 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.

AWARDS

- N. 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.
- O. 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.
- P. As the best interest of St. Francois 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.
- Q. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the IFB, and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. All awards will be made by written notification from the County.
- R. Each bid received with the understanding that the acceptance in writing by St. Francois County of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the bidder and St. Francois 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.

CLARIFICATION OF REQUIREMENTS

- S. It is the intent and purpose of St. Francois County, Missouri that this request permits competitive bidding. It shall be the bidder's responsibility to advise the County if any language, requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received by the County not later than five (5) days prior to the closing date. A review will be made of any such notifications.

TERMS AND CONDITIONS OF PURCHASE

- A. **BINDING CONTRACT**: A document in the form of a written purchase order or "Notice of Contract Award", signed by the seller and countersigned by the County shall constitute a binding contract, and the language of the contract shall govern in the event of a conflict with Seller's submitted bid or proposal.

The written contract or purchase order shall express the complete agreement of the parties, and performance shall be governed solely by the terms and conditions contained therein. Changes, additions or modifications thereto must be in writing and approved by the County.

- B. **QUANTITIES**: St. Francois County, Missouri (hereafter referred to as County) shall assume no obligation for articles or materials shipped in excess of the quantity ordered. Unauthorized quantities are subject to the county's rejection and shall be returned at the seller's expense.

Successful contractor will guarantee an adequate number of Assessment Lists to meet the needs for both mailings and internal office use. In the event of a shortage, supplier will guarantee makeup quantity at the same cost per unit as original bid. Overruns, if included will not exceed 1% of the quantity of forms and envelopes ordered. Unauthorized quantities are subject to the county's rejection and shall be returned at the seller's expense.

- C. QUALITY: Ink Density and Registration must be consistent in all colors on both sides of the Assessment Lists. No material received by the county pursuant to the contract shall be deemed accepted until the county has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to the warranty of the seller upon inspection or at any later time, if the defect contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the seller's expense for full credit or replacement. Such right-to-return offer to the county arising from the county's receipt of defective goods shall not exclude any other legal equitable or contractual remedies the county may have therefore.
- D. DELIVERY: If deliveries are not made within a reasonable time, the County reserves the right to cancel or to purchase materials and/or services elsewhere. Seller may be liable for re-procurement cost.
- E. SHIPMENT: Deliveries shall be F.O.B. destination unless otherwise specified by the county.
- F. INVOICES: An original and remittance copy of the invoice shall be submitted to the County Assessor's Office and shall show the St. Francois 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 contract. Failure to comply with these requirements will delay processing of invoices for payment. Payment for all goods and services shall be made in arrears. The county will not make any advance deposits. Payment shall be issued thirty (30) days from invoice date, or from final acceptance of goods, whichever is later.
- G. INSPECTION AND ACCEPTANCE: No material received by the county pursuant to the contract shall be deemed accepted until the county has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to the warranty of the seller upon inspection or at any later time, if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the seller's expense for full credit or replacement. Such right-to-return offer to the county arising from the county's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the county may have therefore.
- H. 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 good 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 materials or goods, or by payment for them.
- I. 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 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.
- J. 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 affirm the contract and hold Seller responsible in damages.

- K. COMPLIANCE WITH APPLICABLE LAWS: The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items and services covered by the contract, including, but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.
- L. 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.
- M. 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 subcontractors, in the sole judgment and discretion of the county. If the contract is so terminated, the county may purchase upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those so terminated, and the contractor will be liable for additional costs occasioned thereby.
- N. 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 and state laws, and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.
- O. PERFORMANCE BONDS: If required as condition for contract award, the amount of a performance bond will be described in the IFB 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 IFB.
- P. TAX EXEMPT: St. Francois County, Missouri is exempt from state sales tax under Missouri Constitutional Provisions and is exempt from Federal Excise Tax by Title 25, U.S. Code annotated.
- Q. 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.

PART 11: BID DOCUMENT CHECKLIST

This form is used by the County Purchasing Department to assure that all requested documents have been received and reviewed. Please return this page with your sealed bid. Note: This checklist may also benefit the bidder to assure submission of required documents or information.

For this bid submission, you are required to include:

- Completed & signed bid document
- Attachment I: Affidavit of Compliance
- Attachment II: Federal Work Authorization Memorandum Of Understanding – E-Verify
- Addenda to Specifications
- References
- Detailed description of services provided to references
- Physical samples of products provided to references
- Certificate of authority to transact business/certificate of good standing
- List of Subcontractors
- Paid Receipt for County Personal Property Taxes from prior year
- County Business License
- Insurance: worker’s compensation/unemployment compensation)
- Insurance: Liability / Errors and Omissions

County Purchasing Dept. Use Only:

[] All documents have been examined and conform to requirements.

Date: _____ Initials: _____