

Christian County Commission



Invitation to Bid

Return bid no later than: **8:15 a.m.** Central Time

Product or Services Requested: **Pretrial Electronic Monitoring Services and Drug/Alcohol Testing for Indigent Defendants**

(Please provide (5) five summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: **October 3, 2019**

Bid Opening Time: **8:30 a.m.**

Contact: Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: countycommission@christiancountymo.gov

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

For purposes of this Request for Bid, the term "Court" is the 38th Judicial Circuit Court of Missouri. The term "County" is Christian County, Missouri. The term "vendor" is the person, firm or corporation selected by the Court and the County to perform the services described in this Request.

Only vendors who can provide both electronic monitoring services and drug/alcohol testing will be considered. These services will be provided during pretrial supervision of indigent defendants in Christian County.

(1) Description of Services Requested:

(a) Electronic Monitoring Services.

The vendor shall provide, operate and maintain an electronic monitoring system including radio frequency and GPS monitoring ("EMS") for Christian County criminal defendants found to be indigent. The EMS must be capable of continuously monitoring eligible defendants. The vendor shall provide EMS to all indigent defendants referred by the Court. The vendor shall not, under any circumstance, release or terminate any defendant, unless vendor receives notice of termination of services from the Court. The vendor shall agree and understand that all services shall be provided to the sole satisfaction of the Court as the final judge of quality of the vendor's performance under the contract. The vendor shall ensure that the EMS provides for maximum client accountability within the community. "Maximum client accountability" shall be defined as knowledge, on a twenty-four hour, seven days per week basis, of a client's authorized or unauthorized absence(s) from his/her residence, early departures, late arrivals, tampering with the monitoring equipment, and client location.

The vendor shall provide equipment that is reliable and maintainable, and replacement parts shall be readily available during regularly scheduled hookup times. The vendor shall be responsible for the maintenance and reliability of all proposed equipment during the full term of the contract. The cost of equipment that is damaged or lost is born by the County.

The vendor shall provide accessories and replacement parts for all components provided. The battery shall be annotated with a date, and shall not be placed in equipment assigned to a defendant with less than six months remaining until replacement time.

The vendor shall provide a GPS monitoring device with cellular capabilities and optional technologies that support data transfer in circumstances where cellular services are limited.

The vendor shall attach the transmitter to the defendant and provide installation of the field monitoring device unit within two (2) working days of entry of the order by the Court. The vendor understands and agrees that the vendor may be required to install the field monitoring device at the Christian County Jail or the defendant's residence.

The vendor shall provide an employee to provide expert witness testimony in a duly authorized court of law or any appropriate jurisdictional body upon request by either the Prosecuting Attorney's Office or defense counsel. Testimony from the vendor's employees shall include, but not be limited to, the functioning, capabilities, and/or reliability of all vendor provided equipment as well as reports of the activity(ies) applicable to the defendant(s) under electronic monitoring supervision.

The vendor shall provide a location in Christian County for the hookup of electronic monitoring equipment. The vendor shall provide adequate staff to assure hookup of the electronic monitoring equipment Monday through Friday

at locations and times specified by the Court during core business hours from 8:00 a.m. to 5:00 p.m., and as required by the Court for all emergency hook-ups. An emergency hookup consists of a hookup with less than 48 hours' notice or on the weekend.

The vendor shall provide individual and summary reports as requested by the Court. The vendor must minimally notify the Court of the following occurrences: unauthorized absence, early departure, late return, equipment malfunction, GPS zone violations (both inclusion and exclusion), and any tampering of or failure to charge equipment by providing a violation report to the Court no later than 24 hours after the occurrence.

In the event of the violation of an exclusion zone or tampering event, the vendor shall be able to notify 911 of the event. The vendor shall further be able to notify the Court's duty judge immediately and, upon request, prepare any necessary paperwork for immediate review and electronic signature by the duty judge. The equipment provided by the vendor must be capable of notifying the alleged victim of the violation of the exclusion zone or tampering event.

The vendor shall be responsible for all telephone line charges between the field monitoring device in a client's residence and the vendor's central computer. The vendor shall be responsible for all costs associated with all communications between the monitoring site and the Court, ***except the vendor shall not be responsible for any costs related to the client having a home phone line installed or any services fees related to the client's home phone line.*** The vendor shall be held liable for any and all costs associated with damaged, lost, or stolen monitoring equipment.

The vendor shall provide on the Pricing Sheet all costs associated with monitoring, including but not limited to the daily charge for EMS monitoring per person and the cost per unit of all equipment used.

Vendor shall include in their bid any previous experience working with criminal court programs.

If vendor is planning to subcontract with another company for any part or all of these services, please also include that company's expertise and previous experience working with criminal court programs.

(b) Drug/Alcohol Testing.

The vendor shall provide on-site sample collection and alcohol/drug testing services for defendants identified as indigent by the Court. These services must be provided at a location in Christian County, Missouri. Preference will be given to the vendor that can provide more than one location, all within a 20-mile radius of the Christian County jail.

The vendor shall provide a variety of different drug screen panels, including panels that test for specialty drugs, both legal and illegal. When considering specialty drugs, at a minimum the following drugs must be included in the menu of available tests:

- EtG Alcohol Metabolite
- Oxycodone
- Buprenorphine
- Fentanyl
- Tramadol
- Kratom
- K2/Spice

- Bath Salts/Flakka
- Ambien (Zolpidem)
- Gabapentin
- Heroin Metabolite
- Ketamine
- LSD
- GHB

The vendor shall also be able to test for dilution and adulteration of specimens. If a positive drug test is challenged by a defendant, the vendor shall provide clinical laboratory re-testing with results in 24-48 hours.

The vendor must be able to collect specimens of urine, oral fluids, hair follicle and fingernails and then provide testing results.

The vendor shall be able to provide both point-of-care (instant devices) and laboratory services. Laboratory confirmation services shall be able to provide both Gas Chromatography/Mass Spectrometry and Liquid Chromatography/Tandem Mass Spectrometry. When pricing confirmation services it shall include screening only, screening plus confirmation and direct confirmation (no screening) services.

The vendor shall provide web-based plat form to access:

- Test results to include both point-of-care and/or laboratory results;
- Donor management;
- Automatic randomization and scheduling of testing;
- A local telephone line for defendants to call into daily;
- A system to log all calls which will provide individual and aggregate reports with date, time, phone number and caller ID; and
- Produce and print electronic chains of custody.

The vendor shall provide all materials, supplies, and equipment to successfully perform the services required herein, including, but not limited to specimen collection and identification supplies, test tubes, labels, reagents, shipping containers, etc. The vendor shall maintain all collection and testing equipment to ensure that equipment is in excellent working order.

The vendor shall provide individual and summary reports as requested by the Court. The vendor must minimally notify the Court of a defendant's failure to appear for testing or positive test result by providing a violation report to the Court no later than 24 hours after the occurrence. The violation report shall list all previous failures to appear and positive test results.

Upon request by the Christian County Prosecutor's Office or legal defense counsel, the vendor shall provide expert witness services by qualified professionals with technical expertise concerning specimen test results, Chain of Custody procedures, and any other aspect concerning the services required herein as deemed necessary to a legal proceeding.

Vendor shall include in their bid any previous experience working with criminal court programs.

If vendor is planning to subcontract with another company for any part or all of these services, please also include that company's expertise and previous experience working with criminal court programs.

(2) Submitting your bid:

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN".

If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(3) Late bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(4) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all costs associated with providing EMS monitoring and drug/alcohol testing. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by description of goods or services and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county or Court employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Incurred costs:

Neither the County nor the Court is liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

(10) Vendor's Personnel Qualifications:

The Court reserves the right to approve or disapprove the vendor's personnel providing services for the 38th Judicial Circuit. The Court also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services pursuant to this request. In addition, the vendor must notify the Presiding Judge of the Court of any additions or changes to the list. The Court reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

(11) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(12) Insurance:

The vendor shall understand and agree that neither Christian County nor the 38th Judicial Circuit can save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, and its clients, and the 38th Judicial Circuit, its judges and employees, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri, and its elected officials and employees, and the 38th Judicial Circuit Court, its judges and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and its respective officials and employees and the 38th Judicial Circuit Court and its judges and employee as additional insureds. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County and the 38th Judicial Circuit are protected as additional insureds.

(13) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, and the 38th Judicial Circuit, its judges and employees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, and the 38th Judicial Circuit, its judges and employees, harmless for any negligent act or omission committed by any subvendor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees, or and the 38th Judicial Circuit, its judges and employees.

(14) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subvendors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County or the Court. The compliance to conduct business in the state shall include but may 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)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(15) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

Christian County will enter into a one-year agreement.

Christian County has the option of renewing the agreement for two (2) additional one-year periods. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.

The Commission will give vendor a 30-day written notice prior to the end of the term whether the county has exercised its option to renew or not.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor, the Court, and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the

County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(16) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(17) Independent Vendor:

The vendor is an independent vendor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County or the Court. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(18) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Presiding Judge of the 38th Judicial Circuit. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that the Presiding Judge of the 38th Judicial Circuit reserves the right to allow the substitution of any new or different product/system offered by the vendor. The Presiding Judge of the 38th Judicial Circuit shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by the Presiding Judge of the 38th Judicial Circuit prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(19) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County or the Court. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(20) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(21) Description of Product:

The vendor should present a detailed description of the product proposed on **the Pricing Sheet, below**, in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(22) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County or the Court from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(23) Billing and Payments:

Invoices will be submitted to **Barb Stillings, Christian County Circuit Clerk, 102 E. Elm, Ozark, MO 65721**. Invoices will be submitted on the first day of the month for services provided to indigent defendants the immediately preceding month. Payment will be made within 30 days from receipt of an accurate invoice. With the invoice, the vendor will submit a list of each defendant receiving services the immediately preceding month, the services provided the defendant, and the number of days on which the services were provided.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

Other than the payments specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including payments for “no-shows”, travel time, mileage, report time, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, damages, training, telephone charges, or office expenses.

(24) Management of Materials:

The vendor agrees and understands that as the needs of the Court change, the Court will notify the vendor of those changes. If requested by the Court, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

(25) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County or the Court.

In the event the vendor does not perform in accordance with the vendor’s agreement, the Court shall notify the vendor following determination of such. Vendor shall be responsive to the needs of the Court at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to the Court all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contractor.

(26) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(27) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to the Presiding Judge of the 38th Judicial Circuit, identifying the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County, the Court and the Christian County Auditor in an acceptable format and at all

reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or the Court or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County or the Court reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's or the Court's determination of the need for the audit shall be final and without recourse.

The vendor shall agree and understand that all discussions with the vendor and all information gained by the vendor as a result of the vendor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the 38th Judicial Circuit.

(28) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the approval of the Christian County Commission and the 38th Judicial Circuit are considered critical to the efficient operations of the 38th Judicial Circuit. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County or the Court, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County or the Court and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(29) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(30) Cancelling Service:

The 38th Judicial Circuit reserves the right to discontinue service with or without cause at any time by giving a 30 day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Court. The decision by the Court shall be final and without recourse. Upon termination, the vendor shall assist the Court to ensure an orderly transition of services and responsibilities under the terms of the agreement and to ensure the continuity of those services required by the Court.

(31) Determination for Award:

The successful bidder shall be selected by the Presiding Judge of the 38th Judicial Circuit. The award shall be made to the lowest priced and best responsive vendor. This contract will not be awarded based solely on low bid. In awarding the contract, the 38th Judicial Circuit may take into consideration the ability to promptly handle the work, skill, facilities, capacity, experience, ability, responsibility, efficiency, previous work and financial standing of bidder. Inability to meet the requirements mentioned above may be cause for rejection of a proposal.

The 38th Judicial Circuit reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, the Court reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(32) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(33) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics: Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order; Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order; Providing false or misleading information on an application, in a bid, or in correspondence to county offices; Failure to honor a bid for the length of time specified; Colluding with others to restrain competition; Obtaining information, by whatever means, related to a

proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process; Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or Giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the County or the Court or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

(37) PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address	IRS Form 1099 Mailing Address
City, State, Zip Code	City, State, Zip Code

Contact Person	Email Address
Phone number	Fax number
Authorized Signature	Date
Printed Name	Title

List three (3) business references:

1st

Company Name

Representative Name

Address

City

State Zip

Business Phone

Business Fax

Cellular Phone

email address if available

2nd

Company Name

Representative Name

Address

City

State Zip

Business Phone

Business Fax

Cellular Phone

email address if available

3rd

Company Name

Representative Name

Address

City

State Zip

Business Phone

Business Fax

Cellular Phone

email address if available

(39) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
Ralph Phillips, Presiding Commissioner
Hosea Bilyeu, Western Commissioner
Mike Robertson, Eastern Commissioner