

# REQUEST FOR BID # 201706-379 VOTER REGISTRATION PRINTING & MAILING SERVICES

**BID SCHEDULE & DEADLINES:** 

June 3, 2017 – July 5, 2017 June 26, 2017 at 2:00 P.M. July 5, 2017 at 5:00 P.M.

<u>July 6, 2017 at 9:30 A.M.</u>

Bid Release Date / Advertising Period.

Deadline for Submitting Questions.

Closing Date / Time.

**Opening Date / Time.** 

Responding Vendor / Company Name

City / State

Attn: Ron Erickson, Director of Purchasing Phone: 417-546-7281 / FAX: 417-546-3931 rone@co.taney.mo.us

Bidder's Initials:\_

SECTION #	TABLE OF CONTENTS	Page #
	Cover Sheet: Bid Dates, Purchasing Director Info., and BID PRICE.	Page 1
	Table of Contents, Commodity Title, Locations, Vendor Form.	Page 2
1	Bidding Process Information.	Page 3
2	Instructions and General Conditions.	Pages 3-4
3	Guidelines for Written Questions, Answers, (Addenda), Etc.	Page 5
4	Basic Requirements / Factors.	Pages 5- 6
5	Scope of Services.	Page 6
6	Specifications and Bid Pricing.	Pages 6-8
7	Bidder Directives.	Page 9
8	Total Price Inclusions and Tax Exemption.	Page 9
9	Standard Terms and Conditions.	Page 9
10	No Bid Response Form.	Page 10
11	Final Mandatory Compliance Checklist.	Page 10
	Sample Agreement (Reference ONLY.)	Pages 11-12

Commodity Title:	VOTER REGISTRATION PRINTING & MAILING SERVICES PLEASE MARK YOUR ENVELOPE <u>"SEALED BID #201706-379"</u> RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.
Location / Mail Address:	<i>Bid Submission</i> Taney County Purchasing Department (Second Floor) P. O. Box 1630 ( <i>PO Box <u>MUST</u> be used for normal mail.</i> ) 132 David St. ( <i>Physical Address <u>MUST</u> be used for package delivery.</i> ) Forsyth, MO 65653
Location / Address:	<i>Bid Opening</i> Taney County Commission Hearing Room (Old Courthouse) 132 David Street Forsyth, Mo. 65653

The undersigned certifies their authority to bind this company in an agreement to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "No Bid." Type or print information below. Bidder is REQUIRED to complete, sign and return this form with their submittal of Bid as well as all pages initialed. \*An authorized signature and email address is mandatory, lack thereof will result in a determination of "Non-Responsive".

Company Name		Authorized F	Person (Print)	
Address		*Signature		
City/County/State/Zip		Title		
Telephone #	Fax #	Date	Tax ID #	
*E-mail (MUST be legible.)		Entity Type ( Partnership)	Corporation, LLC, Sole Proprietor,	

# 1. BIDDING PROCESS INFORMATION

The Purchasing Department is responsible for the bid opening at the time and place noted in the request. If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results. Obviously sealed bids cannot be emailed so they must either be delivered by hand, courier, or USPS. (Please note USPS concerns listed in item #2.3)

A formal invitation for bid is utilized when the total purchase exceeds \$4,500. The County also uses this method when the life of a term and supply contract is valued more than \$4,500. The bid package will contain well-defined standard technical specifications for the nature of the service or product requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award. All formal invitations for bid are handled by the Taney County Purchasing Department. Technical specifications are the responsibility of the specific requesting department.

Read ALL bid documents closely - immediately upon receipt. Note any/all special dates and submit your bid as soon as possible. See Items 3.1 & 3.2 for the process to submit questions. Pay close attention to the terms *must, will, shall, should* or *may.* 

Sections; 2, 3, and 4 include instructions, conditions, guidelines, requirements and other key factors that must be understood. Using the checkmark system here will assist Vendors in participating correctly and limit the possibility of their response being disqualified due to a technicality. Use a checkmark ( $\checkmark$ ) to acknowledge each of the following items. We have found this method improves communications, limits the need for questions and thus addendum, and helps to avoid other areas of confusion.

2.	INSTRUCTIONS AND GENERAL CONDITIONS:	(.)
		(*)
	Delivery of: Sealed Bids, subject to Instructions and General Conditions and any special	
	conditions set forth herein, will be received at the Taney County Purchasing Office until the	
	bid closing date and time indicated herein for furnishing the County with goods, and or,	
	services as detailed in the following.	
2.2	Closing: Sealed bids must be delivered before "Closing Date / Time" as listed on page one,	
	to the Taney County Purchasing Department as listed on page two.	
	USPS Warning: There is no mail delivery service at the courthouse. When sending	
	packages Bidders risk their response not arriving in time by way of the United States Postal	
	Service. The Post Office may fail to leave a "pick up slip" in the correct County P.O. Box	
	alerting us that they are holding a package requiring our signature. If a Bidder must use	
	U.S.P.S. do not require a signature on our end, simply make sure to mail it only to our P.O.	
	address. Other delivery services require our physical address. Both addresses are clearly	
	listed on page #2. U.S.P.S. ONLY recognizes our PO address. It is the Bidder's	
	responsibility, not the County, nor the Post Office, to ensure bids are delivered in time to the	
	Purchasing Department.	-
	Late Packages: The County will not accept any bids received after the listed closing	
	date/time. Late bids are "NON-RESPONSIVE". They will not be opened.	
	Opening: Bids will be opened publicly at "Opening Date / Time", as listed on page one, and	
	read aloud. All bid responses will be considered public information as soon as they are	
	opened and become a part of public record to be released to any person or firm who	
	formally requests it.	

		10		
2.	INSTRUCTIONS AND GENERAL CONDITIONS: (Continued)	(✓)		
	Award / Timeline: Recommendation for award will be made formally to the Taney County			
	Commission as soon as possible after a complete review. Updates may be sent via email			
	should the award process become delayed for any reason. (10 days or more.)			
	Withdrawals: Bids may be withdrawn on written request from the Bidder at the address			
	shown in this RFB prior to the time of acceptance of the bid. Once a bid response is			
	opened, and accepted as a qualified response for consideration, it can only be withdrawn by			
	order / approval of the Taney County Commission.			
	Sealed & Marked: Bids must be submitted in a sealed envelope identified with the bid			
	number and dates of closing & opening. List the bid number on the outside of the box or			
	envelope and note "Response to Request for Bid enclosed" with a return name & address.			
	No fax or electronic transmitted bids will be accepted. Make sure your package indicates			
20	"BID", with the BID NUMBER - on the final outside surface of your package.			
	No Bid: If you do not want to submit a bid, please return the No Bid Response Form on page #10 of this package, and note your reason. (Optional).			
	Bidder Expenses: This County is not responsible for any expenses which Bidders may incur			
	in estimating, inspecting, nor preparing information to respond to this RFB.			
	Presentations: The County reserves the right to conduct personal interviews or require			
2.11	presentations of any or all proposers prior to selection. The County will not be liable for any			
	osts incurred by the Bidder in connection with such interviews or presentations (i.e. travel ccommodations, etc.)			
2.12	Bid Term: All bids submitted shall be binding, and remain firm for ninety (90) calendar			
	days following the opening. Pricing / Costs submitted within this response MUST BE			
	HONORED within that set timeframe.			
2.13	Bid Rejection: The Taney County Commission reserves the right to reject any or all bids			
	when such rejection is in the best interest of the County.			
2.14	Multiple Awards: Bids may be awarded to one company or multiple companies; when			
	such award is deemed in the best interest of the County.			
2.15	Payment Terms: Taney County standard payment terms are Net 30 after receipt of an			
	invoice. We can not, and will not, agree to any other payment terms. Once products, or			
	services, are received and accepted Taney County will process payment in full.			
	Requests for credit applications are not necessary and will – in most cases – not be			
	processed. Requests for deposits are not necessary and will not be accepted.			
2,16	Effective: This agreement shall take effect upon the approval by the Taney County			
	Commission.			
2,17	Alterations: Any alterations, changes, lining out, or margin notes to any items within			
	sections 2, 3, 4 may result in said bid response being determined non-responsive.			
2,18	Direct Email Address: An email address MUST be provided in order to receive award			
	results. (Not simply a website.) We do not use USPS for results only email. Final award			
1				
	results will be emailed to all responding Vendors. Results will also be posted on our			
	website at: www.taneyCounty.org. Please do not call for results.			

RFB#201706-379 Voter Registration Printing, Etc. Taney County, Missouri

3.	GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC	<b>(</b> √)
3.1	All questions must be submitted prior to the bid opening and no later than 2:00 P.M.	
	Monday June 26, 2017. Questions are to be emailed to; rone@co.taney.mo.us	
3.2	All questions will be answered in written addendum form and emailed to all parties who	
	had previously been part of the original DBI (Direct Bid Invitation) email, or had made	
	email contact during the open bid questioning timeframe. Addendum email will be sent	
	as close as possible to the day following the deadline listed in item 3.1 above. Same	
	addendum will also be posted on the Taney County website.	
3.3	Any/all addenda will be attached at the end of the posted bid. An indication, in red, will	
	alert visitors to our website as to the presence of any addenda.	
3.4	Aside from routine questions if it becomes necessary to revise any part of this RFB,	
	written addendum will be issued to address that need. Any addendum to this RFB is	
	valid only if in writing and issued by the Taney County Purchasing Department.	
3.5	Sunshine Laws: Per applicable laws and regulations concerning public documents, all	
	bid responses will be considered public information as soon as they are opened and	
	become a part of public record releasable to any person or firm that requests it.	
	Requests for copies, of bid responses, must be made through the Taney County Clerk's	
	Office (417-546-7202) requiring a Public Service Request Form (PSR). By law charges	
	for time spent as well as a cost per page apply. Payment for copying fees is required	
	prior to the making of copies. (Section 610.026, RSMo.)	
4.	BASIC REQUIREMENTS / FACTORS:	(✓)
4.1	Award of Contract: The County reserves the right to award to more than one (1)	
	supplier. Multiple awards may be made on the basis of a primary, secondary, and	
	tertiary supplier. The primary supplier shall furnish the County's requirements until such	
	time as the County determines that it is in the best interest of the County to seek	
	performance from the secondary supplier, then tertiary supplier. The County's decision	
	will be based upon the ability of the primary source to supply acceptable goods or	
	services within the County's time requirements. The County's decision to utilize the	
	secondary and tertiary sources shall be final and conclusive. In addition, the resulting	
	contract from this RFB will be considered "Non-Exclusive". The County reserves the	
	right to obtain service from other suppliers. Always acting in the best interest of the	
4.0	Taney County.	
4.2	Agreement: The entire contents of received bid response documents submitted by the	
	successful Bidder to this RFB shall include <u>all</u> bid documents and will become a part of	
	any contract award as a result of this solicitation. These signed Bid Documents will be	
	binding. Bidder shall initial all pages where the document denotes "Bidder's Initials:"	
	at the bottom of each page after completing each section. Any bids not complying with	
	this condition may be considered non-responsive and rejected. The Awarded Vendor, of	
	this RFB, will follow up with a written agreement sample, working with our Legal Services Department, and oversee completion of that process to the mutual satisfaction	
	of all parties in harmony with this signed response. A standard sample agreement	
4.3	currently being used by Taney County, in most cases, is attached here as a reference.	
7.5	Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein.	
	Failure to adhere to all requirements may result in Bidder's Response being disqualified	
	as non-responsive. All responses must be submitted using the forms provided herein.	
	Every question should be answered. If not applicable, the section should contain "N/A."	
	[	

r		
4.	BASIC REQUIREMENTS / FACTORS: (Continued)	<b>(</b> ✓)
4.4	Advice of Award: The County's Bids, Bid Tabulations, and Bid Award information may be	
	viewed on our website at <u>www.taneyCounty.org.</u> (Purchasing Department Page.)	
4.5	Response Clarification: The County reserves the right to request additional written or	
	oral information from Bidders in order to obtain clarification of their Responses.	
4.6	Rejection or Correction of Responses: The County reserves the right to reject any or all	
	responses. Minor irregularities or informalities in any response which are immaterial or	
	inconsequential in nature, neither affected by law nor at substantial variance with bid	
	conditions, may be waived at our discretion whenever it is determined to be in the best	
	interest of Taney County.	
4.7	Evaluation Process: The County's sole purpose in the evaluation process is to determine	
	from among the responses received which one is best suited to meet the County's	
	needs at the lowest possible cost. Any final analysis does not imply that one Bidder is	
	superior to another, but simply that in our judgment the Contractor selected appears to	
	offer the best overall solution for our current and anticipated needs at the lowest	
	possible cost.	
4.8	Acceptability: The County reserves the sole right to determine whether goods and/or	
	services offered are acceptable for County use.	

# 5. SCOPE OF SERVICES:

The following specifications outline the printing, data file conversion, processing and mailing for the County's Voter Registration documents. Taney County Missouri has approximately 31,000 to 34,000 Registered Voters, as the number does fluctuate. Our mail out process will normally begin in January, one canvas every other year. Your bid will include consultation and design costs, complete costs for the Voter Identification Canvass mailing, costs for optional Address Confirmation Notice mailings, costs for programming (if any) to enable the clerk to image Voter ID Cards in-house.

The successful bidder must demonstrate to the satisfaction of the County their knowledge regarding Voter Identification Card design & printing, data file conversion, bar code imaging, and mail processing conforming to U.S. Postal Service specifications for automated mailings. Samples of your work from previous projects and references must be included with your bid.

Also required within this RFB is:

- 5..1 All pricing MUST include service, labor, and materials.
- 5..2 All pricing MUST remain in effect, available without increase, for <u>36 months</u>.
- 5..3 The County will not be required to purchase any/all, nor minimums/maximums as per the specifications listed within this Bid.

# 6. SPECIFICATIONS / BID PRICING:

- 6.1) Forms Printing Specifications:
  - 6.1.1 Size: 8.5" x 5.5"
  - 6.1.2 Paper: 9 pt. White Matte Cover Stock, Must be compatible with all County scanning equipment and U.S. Postal Service reading and sorting equipment.
  - 6.1.3 Inks: Face 4/Color Process with Full Bleeds, Back 2/Color: Red and Black
  - 6.1.4 Print Quality: Ink Density and Registration must be consistent in all colors on both sides of the form.
  - 6.1.5 Artwork: Composition costs for all variations in cards/notices will be included.
  - 6.1.6 Quantities: Successful bidder will guarantee an adequate number of cards to meet the need for mailings and internal office use. If a shortage occurs, supplier will guarantee makeup quantity at same cost per unit as original bid.

- 6.1.7 Design/Consultation: Your bid will include a minimum of 4 hours on-site consultation with the County Clerk to work out details of your proposed layout/design of the Voter Identification Card(s) and Confirmation Notice(s). You will guarantee that your design conforms to all state and federal election laws in effect prior to final proof date.
- 6.1.8 Delivery Schedule: N.C.O.A. (National Change of Address) reports delivered within 3 days after receipt of data. In-house printable Voter Identification Cards to be delivered one week prior to canvass mail drop date.

# 6.2) Imaging of Variable Information (Addressing, etc.):

- 6.2.1 The County will provide successful bidder with data files containing voter names, addresses, voter ID numbers, election districts and other information to be printed on the Voter Identification Cards. Supplier will need to merge data from multiple files to create a finished mailing database.
- 6.2.2 Data File Integrity: Supplier will guarantee the integrity of each voter's information and assume responsibility for printing all related pieces of information for the individual voter on the Voter Identification Card. Supplier will demonstrate to the satisfaction of the County what steps will be taken to avoid file corruption.
- 6.2.3 Placement on Page: Variable information must be accurately aligned with headings, and the address must be situated in the proper location to meet specifications for postal automation discounts.

## 6.3) Bar Coding of Voter Identification Number:

- 6..3.1 Symbology: PDF417, with Human Readable numbering.
- 6..3.2 Print Quality: <u>All</u> bar codes must meet or exceed an ANSI grade "A". All specifications from ANSI standard X3.182 for bar code print quality will be adhered to. Successful bidder will demonstrate statistical sampling method used during verification process in the production of bar codes. The Bar Code must be permanent, and continue to be readable for a period of 2 years after initial imaging.
- 6..3.3 Ability to Scan: Supplier must guarantee decoding with all types of hand scanning equipment and document imaging systems used by the County.

## 6.4) Postal Processing:

- 6.4.1 Design: The design of the piece must allow for efficient processing through postal reading and sorting equipment with minimal damage to the piece. The Voter Identification card must detach easily from the mailer and fold to credit card size of 3.375" x 2.125". Perforations must be guaranteed not to detach prematurely in mail processing equipment. Sample of construction must be provided prior to production of order.
- 6.4.2 Print Quality: All address and Post Net information must be legible, and provide a print contrast ratio adequate to meet postal equipment scanning requirements.
- 6.4.3 Quantity Mailed: Successful bidder will provide evidence regarding the number of pieces mailed by way of a certified report.

## 6.5) Mailing List Maintenance:

- 6.5.1 N.C.O.A. = National Change of Address list processing services will be provided by successful bidder. For address changes indicated by N.C.O.A. a printout of the old addresses matched with the new address will be forwarded to the County. Costs for this service, including handling of printouts will be itemized on your bid.
- 6.5.2 Ancillary Postal Endorsements: A cost analysis for the use of Ancillary Postal Endorsements will be provided to the County with your bid. Suggestions on reducing the handling and postage costs for undeliverable pieces, and for pieces that are forwarded will be evaluated by the County.

## 6.6) Postage Costs:

Postal Discounts: Reducing postage costs is very important to the County. The successful bidder will guarantee postage discounts based on the Automation Rate, plus additional discounts for 5-digit sorts, Carrier Route Sorts, DSCF sorts, and any additional presorts that apply. To take advantage of maximum postal discounts the physical characteristics of the mail piece and the addressing format must comply with all postal specifications for automated mailings. Supplier will provide exact postage costs based on CASS Certification, and Pre-Sorting of the mailing lists as indicated above and will guarantee these postage costs at time of mailing. Supplier will be Responsible for all transactions with the U.S. Postal Service including Remitting payment for postage and purchasing all permits required for Mailings. If at the time of the mailing it is found that the pieces cannot be mailed at the rate quoted on your original bid you will be responsible for paying the difference in postage costs to the post office.

#### 6.7) Shipping:

Shipping Costs: All shipping costs will be included in your bid. This includes delivery of forms to the County Clerk's Office.

#### 6.8) Confidentiality Guarantee:

The County mailing lists are confidential. Successful bidder agrees that it will treat all voter information obtained from the County with strict confidence. No part of any mailing list 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 voter registration materials.

#### 6.9) BID PRICING:

6.9.1	Consultation and Design Cost:
6.9.2	Complete Cost for Mailing:
6.9.3	Costs for Optional Address Confirmation Mailings:
6.9.4	Cost for Programming:
6.9.5	Cost for N.C.O.A. Processing Services:
6.9.6	Complete Cost for Shipping:
6.9.7	Any Additional Costs:
6.9.8	Total Cost to County:

6.10) For questions concerning the specifications or any other technical items contact:

Donna Neely, Taney County Clerk 417-546-7203 donnan@co.taney.mo.us For Sections 7, 8, and 9, as follows, please use the below "KEY" to check ( $\checkmark$ ) off the appropriate box. The total number of exceptions will be included in combination with total bid price for comparison purposes toward award recommendation. Make sure to explain all exceptions

C = Comply with the item. (In some cases this will serve as a simple acknowledgement.)

D= Do not comply with the item.

E= Exception taken to item. (A full explanation should be provided for any/all exceptions.)

7.	BIDDER DIRECTIVES:		D	Е
7.1	The County shall have a minimum of 90 calendar days from date of the opening to accept any bid.			
7.2	Standard payment terms are Net 30 after receipt of invoice, no exceptions.			
7.3	Response time/delivery: (After Receipt of Order.)			
7.4	Include an updated W-9 form completed with current company information and signature.			
8.	TOTAL PRICE INCLUSIONS, TAX EXEMPTION:	С	D	Е
8.1	Shipping, Handling, and Delivery Fees – all MUST be included in total Bid Price.			
8.2	Do not include Federal Excise Tax or Sales and Use Taxes in your Bid Response, as state law			
0.2	exempts the County from these taxes.			
8.3	Whatever other miscellaneous fees should be included in your response.			

9.	STANDARD TERMS AND CONDITIONS:	С	D	Е
9.1	Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.			
9.2	The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.			
9.3	Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid – in same order as received, give the unit price, extended totals, and sign the bid.			
9.4	When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.			
9.5	The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the bid.			
9.6	The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.			
9.7	In case of default by the Contractor, the County of Taney will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.			
9.8	Failure to deliver as guaranteed may disqualify Bidder from future bidding.			
9.9	Prices must be as stated in units of quantity specified, and must be firm.			
9.10	The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered and is accepted by the County.			
9.11	The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.			
9.12	In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.			
9.13	Should an audit of Contractors invoices – during the term of the Agreement, and any renewals thereof, indicate that Taney County has remitted payment on invoices that constitute an over- charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30 days of being notified of the same.			

# 10.) NO BID RESPONSE FORM:

NOTE: Complete and return this form only if you do not want to submit a bid. If you do not wish to respond to this RFB, please fill this form out and return it to the Purchasing Department by mail or fax.

## Thank you...

RFB# 201706-379 Voter Registration Printing & Mailing Services

Business Name:	
Address:	
Telephone:	
Contact Person:	
Date:	
Reason(s) for not biddir	ng:

# 11. FINAL MANDATORY COMPLIANCE CHECKLIST:

These final mandatory requirements are most important. Feel free to use the below table as a checklist to insure your bid is fully compliant before you seal it for submission. Your full bid response needs to comply with all of the below requirements in RED. As an option use a checkmark ( $\checkmark$ ) to assist in your final review. If you have the slightest question regarding these items PLEASE call.

These requirements apply to every possible form of bid we let out.

 $(\checkmark)$  = Acknowledged below item with intent to comply.

ITEM #	FINAL COMPLIANCE CHECKLIST	(✓)
11.1	The County cannot, and WILL not, accept any late bids. Late packages WILL NOT be opened	
	or returned.	
	No fax or electronic transmitted bids WILL be accepted. Bid responses received via Fax WILL	
	REJECT that Vendor from any participation in this bid.	
	Include a current/signed W-9 form with your company information. Having this up front	
	benefits any awarded Vendor by greatly expediting our payment process. Taney County	
11.3	Accounts Payable Department must have this form before they can process payment. The	
	name and address on the submitted W9 will be used as the formal name/address on any	
	subsequent agreement / contract post award. FAILURE TO INCLUDE A W9 MAY REJECT.	
	Remember to sign the bid sheet as this is mandatory. Missing signature WILL REJECT.	
11.5	Un-readable responses, including an unreadable email address, MAY REJECT.	
	Three copies of bid response are required. Please indicate copies versus original. One sided copies	
11.6	ONLY. A double-sided response is not considered an acceptable document for our purposes.	
	Failure to include the correct number of copies or two sided copies MAY BE REJECTED.	
11.7	Include, in your response, ALL pages of the bid document initialed by hand, not typed, where	
	asked for on each page bottom. Incomplete responses MAY BE REJECTED.	

# AGREEMENT (Sample) for VOTER REGISTRATION PRINTING & MAILING SERVICES

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 201\_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and \_\_\_\_\_ of; \_\_\_\_\_ herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Agreement for Voter Registration Printing & Mailing Services; County of Taney Request for Bid number 201706-379, any applicable addenda; and the Contractor's bid response executed by \_\_\_\_\_\_ on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Agreement, the Request For Bid, and any applicable addenda, shall prevail and control over the Contractor's bid response.

2. *Term & Supply Purchase* - The County agrees to this term & supply purchase from the Contractor and the Contractor agrees to supply the County services per the bid specifications, and for the prices set forth in the Contractor's bid response, as needed and as ordered by County. Contractor shall act as the primary service provider and shall furnish Voter Registration Printing & Mailing Services for the County. Said services are to be furnished on an "as needed" basis with scheduling being completed via mutual agreement which includes all items as listed within the bid response. If certain unusual circumstances occur specific to a gap, or delay, in service the County may consider the next lowest bid response.

3. *Contract Duration* – Once awarded this agreement shall commence on \_\_\_\_\_\_\_ and extend for 36 months subject to the provisions for termination specified below, or until the project is completed. This agreement may be extended beyond the expiration date by the order of the County, for an additional twelve (12) months, subject to the pricing clauses in the Contractor's RFB response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to expiration.

4. *Billing and Payment* - All billing shall be invoiced with specific department information and include bid number 201706-379 for reference. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. *Binding Effect* - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. *Entire Agreement* - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. *Termination* - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Taney County Commission delivery of products is delayed or products delivered are not in conformity with bid specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this agreement.

"Contractor";

Taney County Missouri By: Taney County Commission

Authorized Person (PRINT)

Signature

Date

Address;

Date

Mike Scofield, Presiding Commissioner

Date

Donna Neeley, County Clerk

## AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable County obligation at this time.)

Attest:

Signature

Date

Appropriation Account