



REQUEST FOR BID No. 201409-280

TANEY COUNTY MISSOURI  
Purchasing Department  
132 David Street / P. O. Box 1630  
Forsyth, Missouri 65653

Attn: **Ron Erickson, Director of Purchasing**  
Phone: 417-546-7281 / FAX: 417-546-3931  
[rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)

Commodity Title: **OVERHEAD SHOP BUILDING DOORS (2)**  
**PLEASE MARK YOUR ENVELOPE "SEALED BID #201409-280"**  
**RETURN ONE (1) ORIGINAL AS WELL AS A DIGITAL CD COPY, OR**  
**THREE (3) HARD COPIES.** *(Failure to submit copies, as indicated here MAY result in*  
*being declared "Non-Responsive" disqualifying your entire Bid Response.)*

**Bid Submission**

Location / Mail Address: Taney County Purchasing Department (Second Floor)  
132 David St. / P. O. Box 1630  
Forsyth, MO 65653

**Bid Opening**

Location / Address: Taney County Commission Hearing Room (Old Courthouse)  
132 David Street  
Forsyth, MO 65653

Bid Schedule / Deadlines:

Sept. 24, 2014 – Oct. 20, 2014  
Oct. 13, 2014 at 2:00 PM.  
**Oct. 20, 2014 at 2:00 P.M.**  
**Oct. 21, 2014 at 9:50 A.M.**  
Oct. 21 2014–Oct. 23, 2014

Bid Release Date / Advertising Period.  
Deadline for Submitting Questions.  
**Closing Date / Time.**  
**Opening Date / Time.**  
Approximate Review Period.

**The undersigned certifies that they have the 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 Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
\*Signature

\_\_\_\_\_  
City/County/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
\*E-mail

\_\_\_\_\_  
Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

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*Welcome... Thank you for taking the time to review / participate in the following project and Thank You for your interest in Taney County Missouri.*

- *There are several steps, requirements and legalities which must be followed when engaging in an effort to respond to any certain Bid.*
- *Here I hope to assist any/all participants in making sure everyone has a fair and pleasant experience regarding this Bid.*
- *Please keep in mind that it is entirely possible that despite our best efforts information as detailed within this Bid may NOT include everything for every possible situation. Please contact me if you experience this.*
- *Historically 90% of the questions we receive are already answered within the full Bid Package.*
- *PLEASE READ all of the information CLOSELY and if you have a question review the information again as it is most likely you will find the answer.*
- *We ask, or rather require, that any/all questions be emailed rather than calling.*
- *All emails received WILL be answered as indicated within the written guidelines for written questions. (P.6)*
- *For areas, questions, and requirements that do not always apply - "N/A" may be an option. (P.7 - Item 4.3)*
- *Do not get "Side Tracked" by "Boiler-Plate" wording as it is impossible to "Tailor-Make" every single Bid Package 100% of the time to be a perfect fit. The mere word "Bid" suggests "an express effort to win". Be creative, offer options, and GOOD LUCK...!*

Sincerely,



**RON ERICKSON**  
Director of Purchasing  
Taney County Missouri

## 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 is interested in 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 on page #4, 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.

### - Bid Response Tips:


- 1.1 Read ALL Bid documents immediately upon receipt. Note any special dates or requirements.
- 1.2 Contact the Taney County Purchasing Department with any questions relating to the Bid prior to the Bid opening. (See P.6, Item 3.1)
- 1.3 Use ink to fill in all blanks. (If I can't read your handwriting your Bid will be rejected.)
- 1.4 COPIES ARE REQUIRED, mark copies vs. original. (*Failure to submit copies, as requested on page #1, MAY result in being declared "Non-Responsive" disqualifying your entire Bid Response.*)
- 1.5 Turn your Bid in as soon as possible. The deadline dates and times are strictly adhered to. The County cannot accept any late Bids.
- 1.6 **No fax or electronic transmitted Bids will be accepted.**
- 1.7 In the event of only one response the County may reject the Bid and re-let it or consider other options which provide the best solutions for the county. Always acting in the best interest of Taney County.
- 1.8 Attend pre-Bid conferences, if any. (Most are Mandatory.)
- 1.9 Pay close attention to the terms *must, shall, should or may*. **READ EVERYTHING.**
- 1.10 Include an updated **W-9** form completed with your company information and signature.
- 1.11 Include, if applicable, current **prevailing wage** considerations with your Bid.
- 1.12 Remember to sign the Bid sheet as this is mandatory.

## **2. INSTRUCTIONS AND GENERAL CONDITIONS:**

- 2.1 **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 **Copies:** For the convenience of all a digital – CD copy may be submitted in lieu of three additional hard copies – with the original, as indicated on page #1. If sending all hard copies please mark each to differentiate between the original and the three copies. (Copies are required – NOT optional.)
- 2.3 **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 one. Bidders should take into account all possible risks of their Bid not arriving in time when electing to mail in Bids too close to the above closing date. Often the Post Office leaves a “pick up slip” in our PO Box which may / may not allow us time to retrieve said item. It is the Bidders responsibility, not the county, nor the Post Office, to ensure their Bids are **delivered** in time to the Purchasing Department. (Extra steps may be needed if your Bid response package is a large box.)
- 2.4 **Late Packages:** The County will not accept any Bids received after the listed closing date/time and will consider such late Bids as **NON-RESPONSIVE**. They will be returned un-opened.
- 2.5 **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.
- 2.6 **Award.** Recommendation for award will be made formally to the Taney County Commission at a later date after a full and complete review process – often within a few days of the Bid opening. Updates may be sent via email should the award process become delayed for any reason. (10 days or more.)
- 2.7 **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.
- 2.8 **Sealed & Marked:** Bids **must** be submitted in a single 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”. Also include a return name & address. **No fax or electronic transmitted Bids will be accepted.** (NOTE: Please *make sure* your package indicates “BID”, with the BID NUMBER - on the final outside surface of your package.)

- 2.9 **No Bid:** If you do not want to submit a Bid, please return the *No Bid Response Form* at the bottom of page #11 of this package, and note your reason(s).
- 2.10 **Bidder Expenses:** This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing and submitting Bids called for in this Request for Bid.
- 2.11 **Presentations:** The County reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the Bidder in connection with such interviews or presentations (i.e. travel accommodations, 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. Bidders should NOT respond unless certain on this point.
- 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:** County standard payment terms are Net 30 after receipt of invoice. There are NO EXCEPTIONS to this system. 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 of these instructions will result in being determined as non-responsive to this Bid and thus be disqualified.
- 2.18 **Direct Email Address:** Vendors **MUST** supply this in order to receive award results. (Not simply a website.) We do not use USPS for results notification *only* email. Final results will be emailed to all responding Vendors using the email address provided within their Bid response on page one. Results will also be posted on our website at: [www.taneycounty.org](http://www.taneycounty.org). **Please do not call for results.**

### **3. GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC**

- 3.1 All questions shall be submitted in writing, prior to the Bid **opening** and no later than **2:00 P.M. Monday October 13, 2014**. All questions must be emailed to; **Ron Erickson, Director of Purchasing**. ([rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)) as well as the department point of contact for this Bid listed on page 8, item 5.6. Department points of contact are responsible for answering technical questions. Questions on the Bid process belong to Purchasing, thus ALL questions are handled in a joint, or combined effort.
- 3.2 All questions will be answered in writing via email 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. Deadline for issuing addenda (responses to questions) is: **Tuesday October 14, 2014** thus allowing Bidders to have a full week to make any necessary adjustments to their response. Addenda will also be posted on the Taney County Web site at: [www.taneycounty.org](http://www.taneycounty.org) by this deadline.
- 3.3 Once at our website click on: . Any/all addenda will be attached at the end of the posted Bid. An indication, in red, will alert visitors as to the presence of any addenda.
- 3.4 In the event that it becomes necessary to revise any part of this RFB, written addenda will be issued. Any addendum to this RFB is valid only if in writing and issued by the Taney County Purchasing Department.
- 3.5 **Timeline:** The County anticipates a contract award following the evaluation of all Bid responses within **15 days from the RFB opening date and completion**. These dates are provided for informational purposes and may change as requirements dictate.
- 3.6 **Sunshine Laws:** Due to applicable sunshine 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.
- 4.2 **Agreement:** The entire contents of the Bid response documents submitted by the successful Bidder of this Bid shall include all Bid documents and will become a part of any contract award as a result of this solicitation. In lieu of any formal / separate contract, post award, these signed Bid Documents will be considered as such and therefore binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: \_\_\_\_". Any bids not complying with this condition may be considered non-responsive and rejected.
- 4.3 **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 must be answered and if not applicable, the section must contain "N/A."
- 4.4 **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.taneycounty.org](http://www.taneycounty.org). View information under *Purchasing*.
- 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 County's best interest.
- 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:**

- 5.1 The Taney County Purchasing Department is seeking sealed Bids for two (2) **OVERHEAD SHOP BUILDING DOORS** for the Taney County Road & Bridge Department–“Mechanics Shop”-at the **Best/Lowest** price – per the specifications below. **(NOTE: Prevailing Wage compliance applies to this project.)**
- 5.2 Building size is 60’ x 40’ currently being used as our Mechanics Shop including offices and a restroom, said doors are for the shop work area.
- 5.3 **LOCATION:** 20058 U.S. Hwy 160 Forsyth, Mo. 65653 (3 miles east of Downtown Forsyth.)
- 5.4 The County will not be required, nor held to, any minimums/maximums during the entire timeframe of any given awarded contract.
- 5.5 Mandatory site visits must be scheduled with the Department Point of Contact, as listed below, to gain sizing and electrical information.
- 5.6 Please contact the following “Department Point of Contact” for questions concerning actual required specifications, or any other technical questions:

**Randy Haes,**  
**Coordinator**  
**Taney County Road & Bridge**  
**417-546-7268 (off) / 417-546-7924 (cell)**  
[randyh@co.taney.mo.us](mailto:randyh@co.taney.mo.us)

**6. SPECIFICATIONS / COST: Overhead Shop Building Doors.**

Using the following “KEY” check off the appropriate box for each of the following specification requirements. Total Bid Cost MUST be indicated using item #6.10.

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

D = Do not / cannot not comply with item.

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

ITEM #	SPECIFICATION REQUIREMENTS / COST	C	D	E
6.1	Furnish and install two insulated overhead doors with openers on an existing building.			
6.2	Remove two roll up type doors.			
6.3	Size of doors approximately 14’ by 14’.			
6.4	Opener motor, switches and hardware installed.			
6.5	Electrical will be supplied to location designated by installer.			
6.6	Mandatory site visit.			
6.7	Electrical specification and location information obtained during site visit.			
6.8	Annual Wage Order No. 21, Section 110 Pertaining to; TANEY COUNTY.			
6.9	Insurance Requirements as listed on Page #12 of this package.			
6.10	<b>TOTAL COST TO THE COUNTY: \$</b>			



**7. BIDDER DIRECTIVES:** Complete the following sections specific to those areas as they apply directly to the products or services being asked for within this RFB. Note item #7.3.

ITEM #	DIRECTIVE	C	D	E
7.1	ACCEPTANCE OF BID BY COUNTY: The County shall have a minimum of 90 calendar days from the date of the opening to accept bidder's offer.			
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	References and experience (If applicable.)			
7.5	Key personnel (If applicable.)			
7.6	Descriptive literature.			
7.7	Include an updated <b>W-9</b> form completed with your company information and signature.			

**8. TOTAL PRICE INCLUSIONS, TAX EXEMPTION & DISCOUNT OPTION:** The total amount we will apply on a Purchase Order *must include* the following items: (If / As Applicable.) Note item #8.7.

ITEM #	INCLUSIONS / ETC.	C	D	E
8.1	Mileage.			
8.2	Shipping.			
8.3	Delivery.			
8.4	Handling.			
8.5	Whatever other miscellaneous fees there may be.			
8.6	Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as law exempts the County from them.			
8.7	Optional: During the course of the contract, the using department may need to order items not specifically listed within this RFB. State below, any discounts for such purposes, from your listed prices. _____% Discount off list price.			

NOTES /COMMENTS:

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## **9. STANDARD TERMS AND CONDITIONS**

- 9.1 Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Taney 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, 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 **Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.**
- 9.6 The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the bid.
- 9.7 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.
- 9.8 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.
- 9.9 Failure to deliver as guaranteed may disqualify Bidder from **future** bidding.
- 9.10 Prices must be as stated in units of quantity specified, and must be firm.
- 9.11 No bid transmitted by fax machine or e-mail will be accepted.
- 9.12 The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

- 9.13 The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services, or products, can be obtained from a state or other governmental entities contract under more favorable terms. (Cooperative Purchase.)
- 9.14 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.
- 9.15 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 9.16 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.

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## **10. NO BID RESPONSE FORM**

**NOTE:** Complete and return this section 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, email, or fax.

*Thank you...*

### **RFB # 201409-280 Overhead Shop Building Doors (2)**

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

**11. 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. All policies 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.

- 11.1 **Compensation Insurance:** Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers 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.
- 11.2 **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, - Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance - for the protection of their employees not otherwise protected.
- 11.3 **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit 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. Proof of Coverage of Insurance - the Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 11.4 **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit 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.
- 11.5 **The Contractor has the option** to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance- the Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- 11.6 **Proof of Coverage of insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance naming the County of Taney- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 11.7 **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Taney, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor 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 Taney from its own negligence.