



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: **Retaining Wall Blocks.**
RFB #201801-394

SOLICITATION TYPE:

- = Full / Formal Bid for Products *or* Materials *ONLY*.
- = Full / Formal Bid for Products *and* Services.
- = Full / Formal Bid for *Services ONLY*.
- = Full / Formal Request for Proposals.
- = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

Jan. 27, 2018 – Feb. 27, 2018

Bid Release Date / Advertising Period

Feb. 20, 2018 at 2:00 P.M.

Deadline for Submitting Questions.

Feb. 27, 2018 at 5:00 P.M.

Closing Date / Time.

Feb. 28, 2018 at 9:30 A.M.

Opening Date / Time.

Responding Vendor / Company Name

City / State

TOTAL BID PRICE PER BLOCK, BY TYPE (ea.);

BASE \$_____, MID \$_____, TOP \$_____.

And - Price per square foot: \$_____.

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Bidder's Initials: _____

Commodity Title: **RETAINING WALL BLOCKS.**
PLEASE MARK YOUR ENVELOPE "SEALED BID #201801-394"
RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

Bid Submission

Location / Mail Address: Taney County Purchasing Department (Second Floor)
P. O. Box 1630 (PO Box MUST be used for normal mail.)
132 David St. (Physical Address MUST be used for package delivery.)
Forsyth, MO 65653

Bid Opening

Location / Address: 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 products, or services, 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 to our solicitation as well as initial all pages. *An authorized signature and email address is mandatory, lack thereof *will* result in a determination of "Non-Responsive" and disqualify from participation.

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

INTRODUCTION & BASIC PROCESSING 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 U.S.P.S. (Please note U.S.P.S. issues listed in item #1.3 on the following page.)

A formal invitation for bid is utilized when the total purchase estimate exceeds \$4,500. The County also uses this method when the life of a term and supply contract is valued more than \$4,500. A complete bid request 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 point of contact listed in section #2, Scope of Services.

Read ALL solicitation documents closely - immediately upon receipt. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.24 for the process to submit questions. Pay close attention to the terms *must, will, shall, should* or *may*.

Section #1, as follows includes 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 (✓) 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.

1.	INSTRUCTIONS AND GENERAL CONDITIONS:	(✓)
1.1	Delivery of: <i>Sealed Responses</i> , subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the request closing date and time indicated herein for furnishing the County with goods, and or, services as detailed within these following pages.	
1.2	Closing: <i>Sealed Responses</i> must be delivered before "Closing Date / Time" as listed on page one, to the Taney County Purchasing Department as listed on page two.	
1.3	United States Postal Service Note: There is no mail delivery service at our offices. If a Bidder must use U.S.P.S. <u>do not</u> require a return receipt request signature on our end as we do not have staff to wait in line at the Post Office when their counter is open to sign for a bid response package. Use regular mail sending your response to our P.O. Box address only. The Post Office only recognizes our P.O. Box address. Other delivery services require our physical address. Both addresses are listed on page #2. It is the Bidder's responsibility, not the County, nor the Post Office, to ensure responses are delivered in time to the Purchasing Department.	
1.4	Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered as "NON-RESPONSIVE". They will not be opened.	
1.5	Opening: Responses will be opened publicly at "Opening Date / Time", as listed on page one, and read aloud. All 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.	
1.6	Award / Timeline: Recommendation for award will be made formally to the Taney County Commission as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed for any reason. (10 days or more.)	
1.7	Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown in this request prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Taney County Commission.	
1.8	Sealed & Marked: Responses 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 " <i>Response to Request for Bid enclosed</i> " with a return name & address. No fax or electronic transmitted responses will be accepted. Make sure your package indicates "BID", with the BID NUMBER - on the final outside surface of your package.	
1.9	No Bid: If you elect not to submit a response, return the No Bid Response Form in section #5 of this package, and note your reason. (Optional). An email is allowable for a "No Bid" response.	

1.10	Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this request.	
1.11	Presentations / Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from 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, presentations, or inspections. (i.e. travel accommodations, etc.)	
1.12	Bid Term: All Responses submitted shall be binding, and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing / Costs submitted within this response must be honored within that set timeframe. Bidders should not respond unless certain on this point. Submitted pricing to this request, once opened, cannot be changed for any reason. Any such changes, by law, will disqualify that full response.	
1.13	Bid Rejection: The Taney County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.	
1.14	Multiple Awards: Responses may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.	
1.15	Payment Terms: Taney County standard payment terms are <i>Net 30</i> 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. Invoices need to be issued, and mailed, correctly, to the requesting department - not Purchasing.	
1.16	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.	
1.17	Any award agreement shall take effect upon the approval by the Taney County Commission.	
1.18	Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in said response being disqualified.	
1.19	Direct Email Address: An email address MUST be provided in order to receive award results. (Not a website.) We do not use U.S.P.S. for results only email. Final award results will be emailed to all responding Vendors. Please do not call for results.	
1.20	Results are always posted at: www.taneycounty.org . Please do not call for results.	
1.21	All questions for this solicitation must be submitted no later than 2:00 P.M. Monday February 20, 2018. Questions are to be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at: rone@co.taney.mo.us	
1.22	All questions received will be combined to be answered in one written addendum 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 questioning timeframe.	
1.23	Any necessary addendum email will be sent as close as possible to the day following the deadline listed in item #1.21 above. The addendum will also be posted on the Taney County website attached at the end of the posted Bid. An indication at the end of the posted bid, in red, will alert visitors to our website Purchasing Page as to the presence of any addendum.	
1.24	Aside from routine processing questions if it becomes necessary to revise any part of this solicitation, written addendum will be issued to address that need. Any addendum is valid only if in writing and issued by the Taney County Purchasing Department.	

1.25	<p>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 request will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers. Always acting in the best interest of the Taney County Missouri.</p>	
1.26	<p>Agreement: The entire contents of received bid response documents submitted by the successful Bidder to this request shall include all bid documents and will become a part of any contract award as a result of this solicitation. These signed 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 responses not complying with this condition may be considered non-responsive and rejected. The Awarded Vendor, of this request, will follow up with a written agreement draft, 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. Our standard <i>Sample</i> agreement currently being used by Taney County, in most cases, is attached here as a reference. It is not necessary to fill in the blanks of the "<i>Sample</i>".</p>	
1.27	<p>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."</p>	
1.28	<p>Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at www.taneyCounty.org. (Purchasing Department Page.)</p>	
1.29	<p>Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their responses.</p>	
1.30	<p>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 Missouri.</p>	
1.31	<p>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.</p>	
1.32	<p>Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.</p>	
1.33	<p>Sunshine Laws: Per (Section 610.026, RSMo.) concerning public documents, all responses to this request 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 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.</p>	

2. SCOPE OF SERVICES:

The Taney County Purchasing Department will be accepting and reviewing all responses to this RFB in an effort to procure needed Retaining Wall Blocks / Materials for various ongoing County projects. Said materials are specified in section #3 as follows. All work will be completed by Taney County Employees.

- 2.1 Bid pricing MUST stand, without increase, for one year from date of award.
- 2.2 Bid pricing responses need to be in two forms;
 - 2.3.1. Price per block. (By required type – each. See item #3.14 on page #8.)
 - 2.3.2. Price per square foot. (See item #3.15 on page #8.)The estimated dimensions, for one specific need, are; 2,900 SQ. FT.
- 2.3 The County will not be held to any minimums nor maximums.
- 2.4 Vendor responses need to include the fact that all products and materials awarded through this solicitation will be picked up, by Taney County Employees, only if within a 50 mile radius of the Taney County Transfer Station located at 274 Buchanan Road, Branson, Missouri 65616. (If your business – pick up location is not within a 50 mile radius you should not offer a bid response.)
- 2.5 For questions concerning specifications, or any other technical information, email the below department point of contact:

Randy Haes, Administrator Taney County Road & Bridge
417-546-7268 (off) / 417-546-7924 (cell) or randyh@co.taney.mo.us

3. SPECIFICATIONS: PRECAST MODULAR BLOCK RETAINING WALL UNITS

- 3.1. All units shall be wet-cast precast modular retaining wall units conforming to ASTM C1776.
- 3.2. All units shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years, or the total time the manufacturer has been licensed, whichever is less.
- 3.3. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and exhibit the following:
 - 3.3.1. Minimum 28-day compressive strength of 4,000 psi (27.6 MPa).
 - 3.3.2. Shall be free of water soluble chlorides and chloride based accelerator admixtures.
 - 3.3.3. 6% +/- 1½% air-entrainment in conformance ASTM C94.
 - 3.3.4. Maximum slump of 5 inches +/- 1½ inches (125 mm +/- 40 mm) per ASTM C143 for conventional concrete mix designs.
 - 3.3.5. Slump Flow for Self-Consolidating Concrete (SCC) mix designs shall be between 18 inches and 32 inches (450 mm and 800 mm) as tested in accordance with ASTM C1611.

3.4. Each concrete block shall be cast in a single continuous pour without cold joints. With the exception of half-block units, corner units and other special application units, the precast modular block units shall conform to the nominal dimensions listed in the table below and be produced to the dimensional tolerances shown.

Block Type	Dimension	Nominal Value	Tolerance
28" (710 mm) Block	Height	18" (457 mm)	+/- 3/16" (5 mm)
	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	28" (710 mm)	+/- 1/2" (13 mm)
41" (1030 mm) Block	Height	18" (457 mm)	+/- 3/16" (5 mm)
	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	40-1/2" (1030 mm)	+/- 1/2" (13 mm)
60" (1520 mm) Block	Height	18" (457 mm)	+/- 3/16" (5 mm)
	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	60" (1520 mm)	+/- 1/2" (13 mm)

* Block tolerance measurements shall exclude variable face texture

3.5. Individual block units shall have a nominal height of 18 inches (457 mm).

3.6. With the exception of half-block units, corner units and other special application units, the precast modular block units shall have two (2), circular dome shear knobs that are 10 inches (254 mm), 7.5 inches (190 mm), or 6.75 inches (171 mm) in diameter and 4 inches (102 mm) or 2 inches (51 mm) in height. The shear knobs shall fully index into a continuous semi-cylindrical shear channel in the bottom of the block course above. The peak interlock shear between any two (2) vertically stacked precast modular block units, with 10 inch (254 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 6,500 lb/ft (95 kN/m) at a minimum normal load of 500 lb/ft (7kN/m). as well as an ultimate peak interface shear capacity in excess of 11,000 lb/ft (160 kN/m). The peak interlock shear between any two (2) vertically stacked precast modular block units, with 7.5 inch (190 mm) or 6.75 inch (171 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 1,850 lb/ft (27 kN/m) at a minimum normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 10,000 lb/ft (146 kN/m). Test specimen blocks tested under ASTM D6916 shall be actual, full-scale production blocks of known compressive strength. The interface shear capacity reported shall be corrected for a 4,000 psi (27.6 MPa) concrete compressive strength. Regardless of precast modular block configuration, interface shear testing shall be completed without the inclusion of unit core infill aggregate.

3.7. The 28" (710 mm) and 41" (1030 mm) precast modular block units shall be cast with a 13" (330 mm) wide, continuous vertical core slot completely through the block, or solid concrete.

3.8. Without field cutting or special modification, the precast modular block units shall be capable of achieving a minimum radius of 14 ft 6 in (4.42 m).

- 3.9. The precast modular block units shall be manufactured with an integrally cast shear knobs that establishes a standard horizontal set-back for subsequent block courses. The precast modular block system shall be available in the four (4) standard horizontal set-back facing batter options listed below:

<u>Horizontal Set-Back/Blk. Course</u>	<u>Max. Facing Batter</u>
3/8" (10 mm)	1.2°
1-5/8" (41 mm)	5.2°
9-3/8" (238 mm)	27.5°
16-5/8" (422 mm)	42.7°

The precast modular block units shall be furnished with the required shear knobs that provide the facing batter required in the construction shop drawings.

- 3.10. The precast modular block unit face texture shall be selected by the County from the available range of textures available from the precast modular block manufacturer. Each textured block facing unit shall be a minimum of 5.76 square feet (0.54 square meters) with a unique texture pattern that repeats with a maximum frequency of once in any 15 square feet (1.4 square meters) of wall face.
- 3.11. The block color shall be selected by the County from the available range of colors available from the precast modular block manufacturer.
- 3.12. All precast modular block units shall be sound and free of cracks or other defects that would interfere with the proper installation of the unit, impair the strength or performance of the constructed wall. PMB units to be used in exposed wall construction shall not exhibit chips or cracks in the exposed face or faces of the unit that are not otherwise permitted. Chips smaller than 1.5" (38 mm) in its largest dimension and cracks not wider than 0.012" (0.3 mm) and not longer than 25% of the nominal height of the PMB unit shall be permitted. PMB units with bug holes in the exposed architectural face smaller than 0.75" (19 mm) in its largest dimension shall be permitted. Bug holes, water marks, and color variation on non-architectural faces are acceptable. PMB units that exhibit cracks that are continuous through any solid element of the PMB unit shall not be incorporated in the work regardless of the width or length of the crack.
- 3.13. Preapproved Manufacturers. Manufacturers of Redi-Rock Retaining Wall Systems as licensed by Redi-Rock International, LLC, or equivalent, will be qualified to participate in this solicitation.
- 3.14. Price per block, by type (ea.); BASE \$_____, MID \$_____, TOP \$_____.
(Please also include the above pricing on the cover page of this solicitation.)
- 3.15. Price per square foot: \$_____.
(Please also include the above pricing on the cover page of this solicitation.)

For Section 4 please use the below “KEY” to check (✓) off the appropriate box. The total number of exceptions will be considered and combined with total bid pricing during review for an award recommendation. Make sure to address every item whether they apply or not.

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

D = Does not and/or cannot comply with item.

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

4.	STANDARD TERMS AND CONDITIONS:	C	D	E
4.1	Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.			
4.2	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 on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.			
4.3	Bidders must use the bid request forms provided for the purpose of submitting responses, 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.			
4.4	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.			
4.5	The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in the award phase.			
4.6	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.			
4.7	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.			
4.8	Failure to deliver as guaranteed may disqualify Bidder from future participation.			
4.9	Prices must be as stated in units of quantity specified, and must be firm.			
4.10	The County of Taney, Missouri expressly denies responsibility for, or Countyship of any item purchased until same is delivered and is accepted by the County.			
4.11	Do not include Federal Excise Tax or Sales and Use Taxes in your response, as state law exempts the County from these taxes.			
4.12	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 as 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 response opening.			
4.13	In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.			
4.14	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.			

5. 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 #201801-394 Retaining Wall Blocks.

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

6. 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 (✓) to assist in your final review. If you have the slightest question regarding these items PLEASE call.

Ron Erickson, Director of Purchasing
Office: 417-546-7281 / FAX: 417-546-3941
rone@co.taney.mo.us

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

(✓) = Acknowledged below item with intent to comply.

ITEM #	FINAL COMPLIANCE CHECKLIST	(✓)
6.1	The County cannot, and WILL not, accept any late bids. Late packages WILL NOT be opened or returned.	
6.2	No fax or electronic transmitted bids WILL be accepted. Bid responses received via Fax WILL REJECT that Vendor from any participation in this bid.	
6.3	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 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.	
6.4	Remember to sign the bid sheet as this is mandatory. Missing signature WILL REJECT.	
6.5	Un-readable responses, including an unreadable email address, MAY REJECT.	
6.6	Three copies of bid response are required. Please indicate copies versus original. One sided copies 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 REJECT.	
6.7	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 REJECT.	

AGREEMENT (Sample)
for
RETAINING WALL BLOCKS

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and _____ of; _____ (-hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of Retaining Wall Blocks ("Product"), shall include the Contractor's bid response to County's Request For Bid # 201801-394 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Product provided under this Agreement shall not exceed the price as quoted in attached bid response of: Price per block, by type (ea.); BASE \$_____, MID \$_____, TOP \$_____. And - Price per square foot: \$_____. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as subject to the provisions for termination specified below. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201801-394 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when 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. Due to material breach of any term or condition of this Agreement, or
- b. If in the opinion of the Taney County Commission delivery of products is delayed or products delivered are not in conformity with specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

8. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County Missouri.

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

Taney County Missouri
By: Taney County Commission

“Contractor” _____

Authorized Person (PRINT)

Mike Scofield, Presiding Commissioner

Title

Date

Signature

Attest:

Date

Donna Neeley, County Clerk

Address;

AUDITOR CERTIFICATION

In accordance with 50.660 RSMo, 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.)

Signature	Date	Appropriation Account
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TANEY COUNTY PURCHASING

**Taney County, Missouri
Retaining Wall Blocks RFB #201801-394
Addendum, February 21, 2018**

This addendum is issued in accordance with item#1.23 in this solicitation and is hereby incorporated into and made a part of the formal bid documents. Also, by this formal/official addendum we are meeting the listed timeframe/deadline for answering all submitted questions. Receipt of this addendum will be allowed by email or can be submitted with Bidder's full response. This will be the ONLY Addendum for this bid.

Specifications for this solicitation are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

This office has received a question on how to better respond to the below requested pricing as listed within our solicitation concerning size of the three requested block types. We are asking for pricing in two ways, as indicated within the solicitation, per block and per square foot. The per square foot request remains unchanged. However, we agree with the need to add the block size in parenthesis next to each block type as in the below example. In order that all responses received can be reviewed in a consistent manner please make sure to add the size of each type of the three blocks we are asking for, again as indicated right below.

TOTAL BID PRICE PER BLOCK, BY TYPE (ea.);

BASE \$ _____ (Size), MID \$ _____ (Size), TOP \$ _____ (Size).

And - Price per square foot: \$ _____.

Thank you.

By,

Ron Erickson, Director of Purchasing
132 David Street / P.O. Box 1630 Forsyth, Mo. 65653
Phone: 417-546-7281 Fax: 417-546-3931
E-mail: rone@co.taney.mo.us

OFFEROR has examined a copy of this Addendum to Retaining Wall Blocks RFB #201801-394, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ E-mail address: _____

Authorized Representative Printed Name: _____ Date: _____

Authorized Representative Signature: _____