

TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: 2019 DODGE DURANGO ALL WHEEL DRIVE SPORT UTILITY VEHICLES. (2) RFB #201902-424

~) = 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.
() = 1 dil / 1 dimai Nequest for Qualifications.

SCHEDULE & DEADLINES:

Feb. 9, 2019 – Mar. 5, 2019 Bid Release Date / Advertising Period

Feb. 25, 2019 at 2:00 P.M. Deadline for Submitting Questions.

Mar. 5, 2019 at 5:00 P.M. Closing Date / Time.

Mar. 6, 2019 at 9:50 A.M. Opening Date / Time.

Responding Vendor / Company Name	City / State

TOTAL COST TO THE COUNTY: \$	ea.	(Bid price here is required.)
------------------------------	-----	-------------------------------

SECTION #	TABLE OF CONTENTS	Page #
	Cover Sheet: Solicitation Title & Type, Deadlines, Bid Price, and Table of Contents.	Page 1
	Commodity Title, Submission Locations, and Vendor Information Form.	Page 2
	Introduction & Basic Processing Information.	Pages 2-3
1	Instructions and General Conditions.	Pages 3-5
2	Scope of Services.	Page 6
3	Specifications.	Pages 6-7
4	Standard Terms and Conditions.	Page 8
5	No Bid Response Form.	Page 9
6	Final Compliance Checklist.	Page 9
	Sample Agreement (Reference ONLY.)	Pages 10-11

Bidder's Initials:	
--------------------	--

Commodity Title: 2019 DODGE DURANGO ALL WHEEL DRIVE SPORT UTILITY (2)

PLEASE MARK YOUR ENVELOPE <u>"SEALED BID #201902-424"</u> 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 <u>MUST</u> 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 <u>all pages</u>. *An authorized signature and email address, printed clearly is mandatory, lack thereof *will* result in a determination of "Non-Responsive" and disqualify from participation.

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

INTRODUCTION & BASIC PROCESSING INFORMATION:

A formal invitation for bid is utilized when any 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(s) requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award.

The Purchasing Department is responsible for the bid opening at the time and place noted in this solicitation. 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. concerns as listed in item #1.3 on the following page.)

Page **2** of **11** Bidder's Initials:

All formal invitations for bid are handled by the Taney County Purchasing Department but, 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 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 (\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:	(✔)
	Delivery of: Sealed Responses, subject to Instructions and General Conditions and any special	
1.1	conditions set forth herein, will be received at the Taney County Purchasing Office until the	
1.1	request closing date and time indicated herein for furnishing the County with goods, and or,	
	services as detailed within these following pages.	
4.2	Closing: Sealed Responses must be delivered before "Closing Date / Time" as listed on page	
1.2	one, to the Taney County Purchasing Department as listed on page two.	
	United States Postal Service Note: There is no mail delivery service at our offices. If a Bidder	
	must use U.S.P.S. do not 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	
1.3	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	
1.4	date/time. Late arrivals are considered as "NON-RESPONSIVE". They will not be opened.	
	Opening: Responses will be opened publicly at "Opening Date / Time", as listed on page one,	
1.5	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.	
	Award / Timeline: Recommendation for award will be made formally to the Taney County	
1.6	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.)	
	Withdrawals: Responses may be withdrawn on written request from the Bidder at the address	
1.7	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.	
	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	
1.8	envelope and note "Response to Request for Bid enclosed" 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 preferred for a "No Bid" response.	

Page **3** of **11** Bidder's Initials:

	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.	
	Presentations / Inspections: The County reserves the right to conduct personal interviews or	
1.11	require presentations, inspections, of <i>or</i> from any / 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.)	
	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	
1 1 2	response must be honored within that set timeframe. Bidders should not respond unless certain	
1.12	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.	
	Bid Rejection: The Taney County Commission reserves the right to reject any or all responses	
1.13	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. Payment Terms: Taney County standard payment terms are <i>Net 30</i> after receipt of an invoice.	
	, , , , , , , , , , , , , , , , , , ,	
1.15	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. Requests for credit applications are not necessary and will – in most cases – not be processed.	
1.16	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.	
1.17	Alterations: Any alterations, changes, lining out, or margin notes to any items within these	
1.18	instructions may result in said response being disqualified.	
	Direct Email Address: An email address MUST be provided in order to receive award results.	
1 10	(Not a website.) We do not use U.S.P.S. for results only email. Final award results will be	
1.19	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.	
1.20	All questions for this solicitation must be submitted no later than 2:00 P.M. Monday February	
1 24	25, 2019. Questions are to be emailed to the department point of contact listed within this	
1.21	request as well as copied (cc) to the Purchasing Director at; ron.erickson@co.taney.mo.us	
	All questions received will be combined to be answered in one written addendum and emailed	
1 22	to all parties who had previously been part of the original DBI (Direct Bid Invitation email), or	
1.22		
	had made email contact during the open questioning timeframe. 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	
1.23	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.	
	Aside from routine processing questions, if it becomes necessary to revise any part of this	
1 24	solicitation, written addendum will be issued to address that need. Any addendum is valid only if	
1.24	in writing and issued by the Taney County Purchasing Department.	
	in writing and issued by the rancy County r dionasing Department.	

Page 4 of 11 Bidder's Initials:

1.25	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, or product(s), from other suppliers. Always acting in the best interest of Taney County Missouri.	
1.26	Agreement: The entire contents of 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 page. Any responses not complying with this condition will 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 working in harmony with this signed response.	
1.27	Our standard <i>Sample</i> agreement currently being used by Taney County, in most cases, is attached here to assist. It is not necessary to fill in the blanks of said "Sample". This sample is for reference purposes only. The County reserves the right to use other agreement versions should our Legal Services Department decide another version would better serve the needs of Taney County Missouri as they pertain to those requested within this solicitation.	
1.28	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."	
1.29	Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be	
1.30	Response Clarification: The County reserves the right to request additional written or oral	
1.31	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.	
1.32	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.	
1.33	Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.	
1.34	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	

Bidder's Initials: ___

2. SCOPE OF SERVICES:

- The Taney County Purchasing Department is seeking sealed bids for two (2), <u>or more</u>, 2019 Dodge Durango All Wheel Drive Sport Utility Vehicles. Per the requirements and specifications as follows in section #3. These vehicles are for the Taney County Sheriff's Department.
 - 2.1.1 Delivery to; Taney County Sheriff's Office 266 Main St. Forsyth, Mo. 65653 must be included in price.
 - 2.1.2 Submitted Bid Pricing should remain available for the purchase of any/all additional like vehicles should the Sheriff identify the need for more than two (2) <u>during the remainder of 2019</u>.
 - 2.1.3 Any subsequently awarded contract will include the requirement to honor the price per vehicle submitted within this bid response to cover additional purchases as mentioned above for the duration of 2019.
- Please contact the following <u>"Department Point of Contact"</u> for questions concerning actual required specifications, or any other technical questions:

 Sheriff Jimmie Russell at 417-546-7250, or one of his designees.
- 3. SPECIFICATIONS / COST: MAKE/MODEL: 2019 Dodge Durango All Wheel Drive Sport Utility (2).
 - 5.7 liter V8 Gasoline, Heavy duty cooling system, Engine oil cooler.
 - 3.2 All wheel drive with two speed electronically shifted transfer case eight (8) speed automatic with overdrive.
 - 3.3 Tilt Steering wheel.
 - 3.4 Heavy duty Four (4) wheel anti-lock disc brakes, power booster.
 - 3.5 Front and rear independent suspension systems.
 - 3.6 Five (5), P265/60R18 (includes full size spare tire).
 - 3.7 Five (5), 18"x8" standard aluminum wheels (includes full size spare).
 - 3.8 Steel spare wheel is acceptable.
 - 3.9 220 ampere heavy duty alternator
 - 3.10 Heavy duty battery for police use,800 CCA minimum.
 - 3.11 Factory installed cruise control.
 - 3.12 Factory installed air conditioning, Integral heater and defroster.
 - 3.13 Electric rear window defroster.
 - 3.14 Rear lift gate glass wiper with washer.
 - 3.15 Manufacturer's Standard AM/FM radio.

Page 6 of 11 Bidder's Initials:

;	3.16	Factory installed Bluetooth hands-free device.
;	3.17	Power windows and door locks.
;	3.18	Police type speedometer certified for accuracy.
;	3.19	Single key system for ignition, door and lift gate, each vehicle keyed differently Factory installed keyless entry system with minimum of two (2) keyless entry key fobs.
;	3.20	Power adjusting, heated, outside rear view mirrors.
;	3.21	Heavy duty cloth bucket seats, power adjusting driver seat required.
;	3.22	Second row seating: Heavy duty cloth fabric, 60/40 bench seat.
;	3.23	No third row seating.
;	3.24	Manufacturer's Standard air bags.
;	3.25	Full carpeting, both front and rear.
;	3.26	Manufacturer's carpeted floor mats.
;	3.27	Front license plate bracket.
;	3.28	Installed driver side 6" LED spotlight required includes spotlight wiring prep package.
;	3.29	Factory installed overhead high intensity red/white auxiliary dome lamp, wired and switched independently from standard dome lamp.
;	3.30	Factory installed tow package with class 4 receiver hitch and trailer wiring.
;	3.31	Skid plates for fuel tank, transfer case, front suspension and underbody.
;	3.32	Manufacturer's standard backup camera required.
;	3.33	Reverse Sensors option. (If available.)
;	3.34	Standard production solid color exterior and standard interior trim.
;	3.35	Minimum 5 year 120,000 mile bumper to bumper warranty, no deductible.
3.36 l	RESP	ONSE TIME/DELIVERY: (After receipt of order.)
		(· · · · · · · · · · · · · · · · · · ·
		BID PRICE : \$ (Each).
(Pleas	e also include the above price each on the cover page of this solicitation.)

Page 7 of 11 Bidder's Initials:

For Section 4 please use the below "KEY" to check (\checkmark) off the appropriate box. In this section the County will always look for 100% COMPLIANCE. The Following listed "STANDARD TERMS and CONDITIONS" are absolutely critical to all County solicitations. We suggest that if after reviewing, each of the following items, should any potential participant feel they are not able to comply with any specific item, or more than just a single item, they should probably not submit a bid response to our solicitation. All "D" check (\checkmark) marks will be considered very strongly toward disqualification. Make sure to address every item.

- C = Comply with. (In some cases this will serve as a basic acknowledgement to that specific term or condition.)
- D = Does not comply with. (Your Firm / Company cannot agree with or comply with that specific term or condition.)

4	STANDARD TERMS AND CONDITIONS:	\sim	
	STANDARD TERMS AND CONDITIONS.	С	D
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.		
	The Taney County Commission has the right to accept or reject any part or parts of all bids, to		
4.2	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.		
	Bidders must use the bid request forms provided for the purpose of submitting responses, must		
4.3	return the bid and bid sheets comprised in this bid – in same order as received, give the unit		
	price, extended totals (when asked for), and sign the bid.		
١.,	When products or materials of any particular producer or manufacturer are mentioned in our		
4.4	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. The County Commission reserves the right to cancel all or any part of orders if delivery is not		
16	made or work is not started as guaranteed. In case of delay, the Contractor must notify the		
4.0	Purchasing Department.		
	In case of default by the Contractor, the County of Taney will procure the articles or services from		
4.7	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.		
	Prices must be as stated in units of quantity specified, and must be firm.		
4.3	The County of Taney, Missouri expressly denies responsibility for, or ownership of any item		
4.10	purchased until same is delivered and is accepted by the County.		
A 11	Do not include Federal Excise Tax or Sales and Use Taxes in your response, as state law		
7.11	exempts the County from these taxes.		
	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		
4.12	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.		
	Should an audit of Contractors invoices - during the term of the Agreement, and any renewals		
111	thereof, indicate that Taney County has remitted payment on invoices that constitute an over-		ļ
4.14	charging to the County above the pricing terms agreed to herein, the Contractor shall issue a		ļ
	refund check to the County for any over-charges within 30 days of being notified of the same.		

Page 8 of 11 Bidder's Initials: _____

5. NO BID RESPONSE FORM: Completion of this short form is totally optional and is included within our solicitations simply as an additional "tool" to assist us overall in improving future solicitation processes. If you, or your company, has decided not to participate by *not* offering a bid, please complete the below form and return it to the Purchasing Department by email.

Thank you...

RFB #201902-424 Dodge Durango All Wheel Drive Sport Utility (2).

Business Name:				
Address:				
Telephone:				
Contact Person:				
Date:				
Reason(s) for not Bidding:				
Would you like to be removed from our list(s) for future bids? (Yes orNo.)				

6. <u>FINAL COMPLIANCE CHECKLIST</u>: By using the below table as a checklist you will help to insure that your bid is fully compliant before you seal it for submission. Your full bid response needs to comply with <u>all</u> of the below listed requirements or it will <u>not</u> be included for consideration. Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which WILL cause your response to be disqualified. Please call me, at my office as listed right below, or email me with any questions pertaining to these requirements or any other written instructions. *Thank you...*

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

The below requirements apply to every solicitation we do.

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

ITEM #	FINAL COMPLIANCE CHECKLIST	(√)	
6.1	The County 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 disqualify that Vendor from any participation in this bid.		
6.3	Bid responses MUST include a current/signed W-9 form with your company information. Taney County Accounts Payable Department cannot process payment(s) without a current W9. The name and address on your W9 will be used as the formal name/address on any subsequent Agreement post award. NEW FOR 2019: FAILURE TO INCLUDE A W9, with your full bid response, WILL disqualify.		
6.4	Remember to sign the bid sheet as this is mandatory. Missing signature WILL disqualify.		
6.5	Un-readable responses, including an unreadable email address, WILL disqualify.		
6.6	Three <u>COMPLETE</u> copies of the bid response, with your original, are <u>REQUIRED</u> . Please indicate copies versus original. One sided copies <u>ONLY</u> . A double-sided response is not considered an acceptable "legal" document for our purposes. <u>NEW FOR 2019</u> : Failure to include the correct number of copies, or submitting two sided copies, will, in most cases, disqualify.		
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 WILL disqualify.		

Page **9** of **11** Bidder's Initials:

AGREEMENT (Sample)

for

2019 DODGE DURANGO ALL-WHEEL DRIVE SPORT UTILITY (2)

	201_ is made between Taney State of Missouri, (-hereinafter "County") and (-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 two (2) 2019 Dodge Durango All-Wheel Drive Sport Utility ("Equipment"), shall include the Contractor's bid response to County's Request For Bid # 201902-424 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.						
in attached bid response of: (I remainder of 2019 should County require more the	Agreement shall not exceed the price as quoted Each.) Contractor to honor this bid price for the han two (2) like vehicles during said timeframe. If Equipment availability, the County may consider					
terminate upon expiration of all applicable warrant bid, also as subject to the provisions for terminati	ommence on the date it is fully executed and nties, details of which are attached to the signed ion specified below. This agreement may only be ne pricing, and delivery clauses as agreed to, and					
include bid reference #201902-424 for tracking. In provided for in this Agreement. No additional fees included as additional charges in excess of the Documents. The County agrees to pay all contractor agrees to honor any cash or prompt	voiced with specific department information and Billings and invoices may only include the prices or extra services not included, or taxes, shall be the charges in this Agreement or the Contract correct statements within thirty days of receipt; to payment discounts, if any are available, when the event of a billing dispute, the County reserves ount.					
5. Binding Effect. This Agreement shall be binding and assigns for so long as this Agreement remains	ng upon the parties hereto and their successors as in full force and effect.					
<u>6. Entire Agreement.</u> 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.						
Page 10	of 11 Bidder's Initials:					

- <u>7. Termination.</u> 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.
- <u>8. Governing Law; Venue.</u> 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.

"Contractor"	-	Taney County Missouri By: Taney County Commission	
Authorized Person (PRINT)	Mike	e Scofield, Presiding Commissioner	
Title		Date	
Signature	Attest:		
Date Address;		Donna Neeley, County Clerk	
	this contract. (Note	nencumbered appropriation balance exists and is Certification of this contract is not required if the at this time.)	
Signature	Date	Appropriation Account	

Page 11 of 11 Bidder's Initials: _____



Taney County, Missouri RFB# 201902-424 Dodge Durango Patrol SUVs - 2 (2019) Addendum February 25, 2019

This addendum is issued per item #'s; 1.21, 1.22, 1.23 and 1.24 on page #4 of our solicitation #201902-424 as listed above. This document is now hereby incorporated into and made a part of the complete formal bid document package. It will be the only addendum, or change, associated with this bid. By this formal/official addendum we are meeting the listed timeframe/deadline for making any/all required changes to our initial specifications. Bidders are reminded that receipt of this addendum must be acknowledged either within any full bid response package, or by email.

Specifications for the above noted RFB are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

This office has received one inquiry, as listed below in red, answered by the Taney County Sheriff. For Bidders who have already mailed us their bid response, and now see information here that may impact that sealed response, feel free to mail in a separate sealed document listing those changes. No need to redo the entire bid document. We will combine separately received packages/mail at time of opening.

1.) Question on LINE 3.33 on p. 7 - Reverse sensor option (if available). Are you wanting the "Blind Spot and Cross Path Detection" Package/Feature/Option?

ANSWER: We do not need the cross traffic sensors - just the ones for objects behind while backing up. This may be standard with the backup cameras but we are not sure of that.

Ron Erickson, Director of Purchasing 132 David Street / P.O. Box 1630 Forsyth, Mo. 65653 Phone: 417-546-7281

BIDDER has examined copy of this Addendum to **RFB# 201902-424**, receipt of which is hereby acknowledged:

Company Name:	Address:
Phone Number:	E-mail address:
Authorized Representative Signature:	Date:
Authorized Representative Printed Name:	

Acknowledgement of this addendum may also be sent via email to; ron.erickson@co.taney.mo.us