

# TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: COUNTY SEAL EMBLEMS. RFB #201907-433

SOLICITATION TYPE:

- $(\checkmark)$  = 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:

July 27, 2019 – August 27, 2019

August 19, 2019 at 2:00 P.M.

August 27, 2019 at 5:00 P.M.

August 28, 2019 at 9:30 A.M.

Bid Release Date / Advertising Period

Deadline for Submitting Questions.

Closing Date / Time.

Opening Date / Time.

Responding Vendor / Company Name

City / State

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Commodity Title:	COUNTY SEAL EMBLEMS. PLEASE MARK YOUR ENVELOPE <u>"SEALED BID #201907-433"</u> RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.
Location / Mail Address:	<i>Bid Submission</i> Taney County Purchasing Department (Second Floor) P. O. Box 1630 ( <i>PO Box <u>MUST</u> be used for U.S.P.S .delivery.</i> ) 132 David St. ( <i>Physical Address <u>MUST</u> be used for Courier delivery.</i> ) Forsyth, MO 65653
Location / Address:	Bid Opening Taney County Commission Hearing Room (Old Courthouse) 132 David Street Forsyth, Mo. 65653 Bidder's Initials:
	Bidder's Initials:

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 *may* 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 Partnership)	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.)

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.* 

Costion #1 includes instructions, conditions, guidelines, requirements and other low fasters that must

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.	
1.2	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 WARNING: Due to the fact that there is no mail delivery service at	
	our offices, we <b>strongly</b> discourage Bidders from using the U.S.P.S. If a Bidder elects to use the	
	United States Postal Service do <b>NOT</b> send "return receipt requested" 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	
1.5	package. ALSOThe 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. Courier or hand delivery works the best.	
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.	
	No Bid: If you elect not to submit a response, return the No Bid Response Form in section #5 of	
1.5	this package, and note your reason. (Optional). An email is preferred for a "No Bid" response.	

1 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 <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	
1.12	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 1 2	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.	
	Multiple Awards: Responses may be awarded to one company or multiple companies; when	
1.14	such award is deemed in the best interest of the County.	
	Payment Terms: Taney County standard payment terms are Net 30 after receipt of an invoice.	
	We can not, and will not, agree to any other payment terms. Once products, or services, are	
1.15	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.	
1.10	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.	
1.19	(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.	
	All questions for this solicitation must be submitted no later than 2:00 P.M. August 19, 2019.	
1.21	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; 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	
	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.	
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	Agreement: The entire contents of response documents submitted by the successful Bidder(s)	
	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	
1.25	each page. Any responses not complying with this condition may be considered non-	
	responsive. The Awarded Vendor(s), 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.	
	Our standard Sample 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	
1.26	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.	
	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	
1.27	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."	
	Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be	
1.28	viewed on our website at <u>www.taneycounty.org</u> . (Purchasing Department Page.)	
	Response Clarification: The County reserves the right to request additional written or oral	
1.29	information from Bidders in order to obtain clarification of their responses.	
	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	
4.20		
1.30	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.	
	Evaluation Process: The County's sole purpose in the evaluation process is to determine from	
	among the responses received which ones are best suited to meet the County's needs at the	
1.31	lowest possible cost. Any final analysis does not imply that one Bidder is superior to another,	
	but simply that in our judgment the Contractors selected appear to offer the best overall	
	solutions for our current and anticipated needs at the lowest possible cost.	
1 22	Acceptability: The County reserves the sole right to determine whether goods and/or services	
1.32	offered are acceptable for County use.	
	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	
1.33	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.	
L	apply. I dyment for copying receipt required phot to the making of copies.	

### 2. SCOPE OF SERVICES:

Taney County is seeking bids for stick on COUNTY SEAL EMBLEMS depicting, in full color, the Taney County Seal as detailed within the specifications listed in section #3 as well as "Samples" throughout this solicitation. Six (6) different Emblem sizes are needed. Bid pricing responses, for each, must be listed within the tables in section #3. Also, but separately, stick on Lettering, Numbers, and the "#" sign are being asked for in this same solicitation. See samples in section #3. There is a separate "Word" document included to copy/paste – if needed, that includes "Samples" of everything asked for in this solicitation.

- 2.1 County has over 130 vehicles / equipment all of which will be using stick on Emblems, Lettering, Numbers, etc., at one point or another, including updating and replacements.
- 2.2 There will be no set minimums nor maximums required or agreed to for County to purchase.
- 2.3 Taney County Employees will do all needed stick on installation.
- 2.4 NO on site Contractor work is being asked for in this solicitation.
- 2.5 County is asking for high quality. We will not waste tax dollars and man hours to redo or re-install items procured through this solicitation, due to fading or peeling, in a short amount of time as we have seen in a few unfortunate, previous, instances. As such longer warranty offerings will be more strongly considered during our review process for an award recommendation. Bidders must fill in the blanks on items # 3.6 & 3.7 with the highest number of years their warranty covers fading and peeling. Failure to fill in those blanks may result in disqualification.
- 2.6 Be sure to include a copy of your firm's current signed W9 with you initial bid response. We MUST have that. Failure to include a W9 may result in disqualification.
- 2.7 Please contact either of the following <u>"Department Point of Contacts"</u> for questions concerning actual required specifications, or any other technical questions:

Devin Huff, Taney County Highway Administrator 417-546-7268 (off) / 417-527-2733 (cell) <u>devin.huff@co.taney.mo.us</u>

or

Denzil Brown, Assistant County Highway Administrator 417-546-7268 (off) / 417-251-1050 (cell) denzil.brown@co.taney.mo.us

### 3. SPECIFICATIONS / REQUIREMENTS / PRICING RESPONSE:

Use the below "menu" to select and check ( $\checkmark$ ) off the appropriate box as explained by C, D, or E for every specification and requirement within the following table. 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 it applied or not.

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

- D = Does not comply with item. (Indicates you or your firm cannot, or will not, agree with that item.)
- E = Exception taken to item. (A full written explanation must be provided for any/all exceptions.)

<b>І</b> тем #	SPECIFICATION / REQUIREMENTS / PRICING RESPONSE:			
3.1	Emblems MUST be of high quality "PRECAST MATERIAL" - or equivalent.			
3.2	Emblems MUST have self-adhesive backing.			
3.3	Emblems MUST be easy to install.			
3.4	Installation will be completed by COUNTY EMPLOYEES.			
3.5	5 Emblems MUST be FADE RESISTANT with glossy front.			
3.6	Emblems MUST come with a year warranty against fading.			
3.7	Emblems MUST come with a year warranty against peeling.			
3.8	Lettering, as asked for here, will only REQUIRE the stand alone word "UNIT". All upper			
5.0	case, 2 inches high, using Arial Black Font. Color: BLACK.			
3.9	<sup>9</sup> Using <b>Arial Black</b> Font offer the <b>"#"</b> sign – stand alone. Color: <b>BLACK</b> .			
3.10	<sup>o</sup> Using <b>Arial Black</b> Font offer stand alone numbers 2 inches high, color <b>BLACK</b> .			
3.11	The above Requirements: #3.1 thru 3.7 apply to lettering, numbers, and "#" sign as well.			

Bidder's Initials: \_

RFB#201907-433 County Seal Emblems Taney County, Missouri

ITEM #	SPECIFICATION / REQUIREMENTS / PRICING RESPONSE:		D	E
3.12	Vendor MUST agree to an "as needed - when needed" purchasing arrangement.			
3.13	County will use large amounts ongoing but will not "lock in" on an initial bulk purchase amount. However, there will be a very large initial purchase post award.			
3.14	County desires a long term Agreement post award. After an initial 12 month period an			
3.15	The County accepts the possibility of pricing fluctuations and therefore will consider a reasonable / justifiable variation, at our discretion, <i>after</i> the initial 12 month Agreement timeframe post award.			
3.16	The maximum allowable increase, specific to any Emblems, or BLOCK Lettering needed			
3.17	3.17 Increases beyond 5% will require prior mutual agreement before an order can be placed.			
3.18	Final bid response pricing MUST be a total cost inclusive of all the usual charges we often see split out like; set up, art work, design fee, creative charges, building a template, colors			
3.19	3.19 Emblems MUST NOT be combined with stand alone items: the word <b>"UNIT</b> ", <b>"#</b> " character, or Numbers - as they may have been in the past. (Not on the same backing.)			
3.20	The stick on items: full word "UNIT" Number Sign and Numbers, must come on a self-			
3.21 Stand alone – single Numbers, and "#" sign, must come in a uniform rectangular sha item to item, for even spacing and to form a straight line.				
3.22	3.22 See attached "Word" sample sheet for a clear description and better explanations.			

### 3.23 PRICING TABLES;



TANEY COUNTY SEAL EMBLEM Example:

ITEM #	SIZE	TANEY COUNTY SEAL EMBLEM TOTAL BID PRICE / COST EACH:	
3.24	4"	\$	
3.25	6"	\$	
3.26	9"	\$	
3.27	11"	\$	
3.28	12"	\$	
3.29	13"	\$	

# LETTERING (UNIT), NUMBERS, "#" SIGN; Example: UNIT #316

ITEM #	FONT: Arial Black , black in color, for all of the below	TOTAL BID PRICE COST EACH:
3.30	The Word; <b>UNIT</b> is to be one piece – stand alone word measures; 2" high x 7 ¼" wide.	\$
3.31	NUMBERS are to be separate - stand alone. Each measures; 2" high x 1 $\frac{1}{2}$ " wide.	\$
3.32	"#" Sign is to be separate – stand alone. Each measures; 2" high x 1 ½" wide.	\$

Include a copy of your firm's current - signed **W9** with you initial bid response. <u>We</u> <u>MUST have that for payment processing</u>.

### 4. STANDARD TERMS AND CONDITIONS:

Here please check ( $\checkmark$ ) off the appropriate box to indicate compliance or not. In this section the County will always look for 100% COMPLIANCE. These "STANDARD TERMS and CONDITIONS" are absolutely critical to all County solicitations. We suggest that if after reviewing each of the following items if any potential participant feels they are not able to comply with ALL - they should probably not submit a bid response to our solicitation. All "D" check ( $\checkmark$ ) marks will be considered very strongly toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and will disqualify.

	<ul> <li>Comply with. (In some cases this will serve as a basic acknowledgement to that specific term or condition.)</li> <li>Does not comply with. (You or your firm cannot agree with or comply with that specific term or condition.)</li> </ul>	С	D
4.1	Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this solicitation.		
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.		
4.3	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.		
4.4	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 (when asked for), and sign the bid.		
4.5	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.		
4.6	Any submitted delivery date, when required, shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in the award phase.		
4.7	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.		
4.8	In case of delay, the Contractor must notify the department point of contact listed on page #6.		
4.9	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.		
4.10	Failure to deliver as guaranteed may disqualify Bidder from future participation.		
4.11	Prices must be as stated in units of quantity specified, and must be firm.		
4.12	The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered and is accepted by the County.		
4.13	Do not include Federal Excise Tax or Sales and Use Taxes in your response, as state law exempts the County from these taxes.		
4.14	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 as are incorporated.		
4.15	In the event of a discrepancy between a unit price and an extended line item price, the unit price		
4.16	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.		

Bidder's Initials: \_\_\_\_

5. <u>NO BID RESPONSE FORM</u>: 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 #201907-433 County Seal Emblems, Etc.

Business Name:		
Address:		
Telephone:		
Contact Person:		
Date:		
Reason(s) for not B	Bidding:	
Would you like to b	e removed from our list(s) for future bids? (Yes or _	No.)

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 may <u>not</u> be included for consideration. Use a checkmark ( $\checkmark$ ) next to each item to avoid leaving out required information or missing an instruction which could 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.taney.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	Please 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.	
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, <u>WILL</u> 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.	
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 could possibly disqualify.	

### AGREEMENT (Sample)

for

### COUNTY SEAL EMBLEMS, LETTERING, NUMBERS & "#" SIGN

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:

<u>1. Contract Documents.</u> The contract documents to this Agreement for the purchase of stick on County Seal Emblems, Lettering, Numbers, and "#" sign, ("Products") shall include the Contractor's bid response to County's Request For Bid # 201907-433 and any applicable addenda which are attached hereto and incorporated herein by reference. Services 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.

<u>2. Contract Price.</u> Products provided under this Agreement shall not exceed the costs, or fees, as quoted in Contractor's signed bid response tables on page #7. The County agrees to this purchase allowing Contractor to act as the Primary supplier for stick on County Seal Emblems, Lettering, Numbers, and the "#" sign, on an "as needed – when needed" basis. If at any point in time should unexpected issues arise which may hinder or delay Product availability, whether billing or communication problems with Contractor, County may consider all options including the next lowest Bidder.

<u>3. Contract Duration.</u> This Agreement shall commence on the date it is fully executed and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This agreement will then auto-renew annually contingent on both parties being fully satisfied with all stipulations, and costs as agreed to, and offered by the Contractor's bid response. A complete review, by the Taney County Road & Bridge Administrator, will occur at each 12 month interval to the date this Agreement is fully executed to ensure and verify complete ongoing satisfaction on the part of County.

<u>4. Billing and Payment.</u> All billing shall be invoiced with specific department information and include bid reference #201907-433 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.

<u>5. Binding Effect.</u> 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.

<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.

<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 Services is delayed or Services 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.

Taney County Missouri By: Taney County Commission

Authorized Person (PRINT)

Title

Signature

Mike Scofield, Presiding Commissioner

Date

Donna Neeley, County Clerk

Attest:

Date

Address:

"Contractor"

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** 

Bidder's Initials: \_\_\_\_\_



The above FULL COLOR County Emblem "Sample" is included here in "Word" format to enable Vendors to easily copy / paste it for their convenience in assisting with their bid response work.

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Below we are including the requested; Lettering, Numbers, and "#" Sign "Samples" also in "Word". Hopefully the more detailed explanations below, with illustration boxes, will better state what our solicitation is asking for.



- Lettering will only involve one single stand alone word, "UNIT". This one stand alone word must be a single, one piece item, as indicated above by the box we have used for illustration purposes only. It must be 2 inches in height coming on a self-adhesive backing with clear background matching the same dimension height as Numbers and the Number Sign.
- The "#" Sign must be a separate stand alone item as here above indicated by the box we have used for illustration purposes only. This item must also come on a self-adhesive backing with clear background in a uniform rectangular shape, matching the same height dimension as Numbers & the word "UNIT", for easy installation.
- Each Number must be a separate stand alone item as here above indicated by the box we have used for illustration purposes only. Each Number must also come on a self-adhesive backing with clear background in a uniform rectangular shape, matching the same height dimension as the word "UNIT" and the Number Sign for easy installation.
- County Employees must be able to easily line up the background edges, item to item, for even spacing and to form a straight line – for; "UNIT", all Numbers, and the Number Sign.