



# TANEY COUNTY MISSOURI

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

## REQUEST FOR BID No. 201212-204

Taney County will accept separate sealed bids from qualified persons or firms interested in providing the following:

### PARKING GARAGE REPAIRS AND MAINTENANCE - PART ONE

As a Term & Supply Contract in Accordance With the Attached Specifications.

**BIDS MUST BE RECEIVED BY AND WILL BE OPENED AT:  
9:15 A.M. LOCAL TIME ON Thursday December 27, 2012**

**PLEASE MARK YOUR ENVELOPE "SEALED BID #201212-204"  
RETURN ONE (1) ORIGINAL AND THREE (3) COPIES TO:**

Taney County Purchasing Department  
Attn: Ron Erickson, Director of Purchasing  
132 David Street / P. O. Box 1630  
Forsyth, Missouri 65653

PHONE: 417-546-7281 / FAX: 417-546-3931

[rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)

The undersigned certifies that they have the authority to bind this company in an agreement to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "no bid." Please type or print the information below. Bidder is REQUIRED to complete, sign and return this form with their submittal of bid. \* An authorized signature is **mandatory**, lack thereof will result in a determination of "Non-Responsive". Also required is a direct email address in order to receive award results. We do not use USPS for direct results notification *only* email. In addition final results will later be posted on our website at: [www.taneycounty.org](http://www.taneycounty.org). Please do not call for award results.

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

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***Below published in the Taney County Times on; December 19, 2012***

## NOTICE OF REQUEST FOR BID

The Taney County Purchasing Department is seeking sealed Bids for **“PARKING GARAGE REPAIRS AND MAINTENANCE - PART ONE”**. The Bid closing date and time is **9:15 AM Thursday December 27, 2012**. Bids will be opened publicly at that time and read aloud at the Taney County Courthouse Commission Hearing Room in Forsyth, MO 65653. Bid specifications and plans (Certain charges for plans may apply), are available by contacting:

Paul D. Black P.E.  
Hood-Rich Inc. 417-862-4483  
801 S. Glenstone,  
Springfield, MO 65802  
[pblack@hoodrich.com](mailto:pblack@hoodrich.com)  
[www.hoodrich.com](http://www.hoodrich.com)

Sealed Bids **must** be clearly marked **“BID -PARKING GARAGE REPAIRS AND MAINTENANCE -PART ONE”** and submitted prior to opening time and date. Bids should be mailed to the Taney County Purchasing Department, PO Box 1630, Forsyth, MO 65653 or by hand delivery. We cannot accept Bids electronically. The County Commission reserves the right to accept or reject any and/or all Bids, either in whole or in part.

Done by the order of the Taney County Commission.

Ron Erickson,  
Director of Purchasing  
Taney County  
Purchasing Dept.

**SCOPE:** The Taney County, Missouri Commission is soliciting bids from qualified persons for; PARKING GARAGE STRUCTURAL REPAIR.

**1.0 INSTRUCTIONS TO BIDDERS:**

- 1.1 Completing Bid: **ALL BID DOCUMENTS MUST BE SUBMITTED IN FULL (ALL PAGES OF THE BID SHALL BE EITHER SIGNED OR INITIALED) TO BE CONSIDERED RESPONSIVE.** All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid must be signed in ink by an authorized representative of the bidder and required information must be provided. The contents of the bid submitted by the successful bidder of this bid shall include **all** bid documents and will become a part of any contract award as a result of this solicitation. Bidder shall initial all pages where the document denotes "BIDDER'S INITIALS: \_\_\_\_". Any bids not complying with this condition may be considered non-responsive and rejected.
- 1.2 Direct non-technical questions regarding this bid to the Director of Purchasing listed on page 1. The County reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the County.
- 1.3 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the Taney County Director of Purchasing may result in rejection of your bid.
- 1.4 It is the responsibility of each bidder before submitting a bid to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than **December 20, 2012**. Pre bid inspections of the damaged area must be arranged by contacting **Renee Brusca, Taney County Building & Grounds Supervisor at; 417-546-7211 / 417-546-7920 (Cell) or [reneeb@co.taney.mo.us](mailto:reneeb@co.taney.mo.us)**
- 1.5 Changes to the specifications will not be allowed except by written addendum issued by the Purchasing Department. Oral explanations or instructions given prior to award will not be binding.
- 1.6 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.7 Bidder shall bid net costs of all goods and services requested and all bids shall include all F.O.B. to destination and inside delivery.
- 1.8 Bids will be publicly opened and read aloud at the time indicated on the Request for Bid. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.9 The County reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the County. The County may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.10 Acceptance of this bid or any part thereof in writing within ninety (90) days after the opening date by the Taney County Director of Purchasing shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material, in accordance with the specifications and offeror's bid on the written order of the Taney County Director of Purchasing.
- 1.11 **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, all Bid responses will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of Bid responses, must be made through the Taney County Clerk's Office (417-546-7202) requiring a Public Service Request Form (PSR). By law charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies. (*Section 610.026, RSMo.*)

- 1.12** Whenever a material, article, or piece of equipment is identified on the plans or specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the County, of equal substance and function. When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes." The County, in its sole discretion, may reject proposed substitute items. Samples may be required for evaluation prior to award. **PLEASE SUBMIT DESCRIPTIVE LITERATURE WITH ALTERNATE BIDS.**

**2.0 SPECIFIC REQUIREMENTS:**

**2.1 Evaluation Criteria:** Award consideration will be based on:

- 2.1.1** Price: Lowest and best price for equipment, specified items, delivery terms/charges, time of completion and hourly rates for service, as specified that are in the best interest of the County will be considered in evaluating this bid. Optional components may be part of the evaluation. The award shall be made to that responsible and responsive bidder whose bid, conforming to this Request for Bid, will be most advantageous (lowest price and best value) to the County, price and other factors considered.
- 2.1.2** References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar equipment and services; past performance history, references, and qualifications of technicians. The successful bidder shall employ service technicians with demonstrated qualifications and training to industry standards for technical support.
- 2.1.3** Inventory/Warehouse Availability for Equipment & Parts: The bidder shall state the availability of inventory and warehousing and the retail location. The County reserves the right to inspect the bidder's facilities as part of the evaluation for award.
- 2.1.4** Warranty: Taney County requires a minimum five-year warranty against defects to material and workmanship, and leaks, with a written commitment from awarded Vendor to correct or repair free of charge, if/when necessary, during the warranty period.

**2.2 RENEWAL: (Optional)**

- 2.2.1** The County reserves the right to negotiate this contract for a one year renewal period. (If applicable.)
- 2.2.2** Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All Items" (Urban Consumers) rate.
- 2.2.3** If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Director no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the Purchasing Agent of increased costs incurred by the Contractor for any element of the bid for which an increase is requested.
- 2.2.4** The Taney County Director of Purchasing shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the County's right to exercise the renewal option.

**2.3 DELIVERY AND BILLING:**

**2.3.1** Ordering Instructions:

Upon award, the Taney County Buildings & Grounds Department will place orders. The order will be faxed or emailed and confirmed with the successful bidder by the County. This Bid number will be referenced on the order, and MUST be referenced on all delivery tickets and invoices.

**2.3.2** Delivery Instructions:

All materials specific to this Bid Award MUST be delivered to the Taney County location(s) as specified by the Taney County Buildings & Grounds Department Supervisor. As mentioned below any/all delivery costs MUST be included within the Bid response.

**2.3.3** Contact persons, telephone numbers, project manager:

Details for this project may be obtained by contacting **Paul D. Black P.E., Hood-Rich Inc., at; 417-862-4483. Mr. Black is also the point of contact for any/all TECHNICAL QUESTIONS.** (Full address below.)

**2.3.4** Tax Exempt: All or certain items required for this contract are for the constructing, repairing, or remodeling facilities for an exempt entity and qualify for exemption from State and local sales and use taxes under RSMo 144.062.

**2.3.6** Overview of Project:

Necessary repairs will involve specific work, one time, requiring expertise with structural concrete repair, preparation, and application in order to complete this project. The Taney County Commission is seeking Bids from interested parties to perform the work detailed below, including whatever materials, and labor, it may require, at the lowest possible cost. (Work Location Address: 132 David Street Forsyth, Mo. 65653)

**3.0 SPECIFICATIONS:** (Brand references are explained in instruction #1.11 on previous page. Exact project size / dimensions should be obtained through a site visit as suggested above in instruction #2.3.3) Pricing, or costs, MUST be entered as a GRAND TOTAL on the line provided on the Bid Page.

Project Description: **Taney County, Missouri, Parking Garage Repairs and Maintenance - Part One:**

The work to be performed under this contract consists of a single repair of structural damage to deck from over-load at location approximately 18 feet east of upper level entrance as shown on Plan Sheets SI.1 and SI.2 dated 12/18/12, at the Taney County Parking Garage, 132 David Street, Forsyth, MO 65653.

Bid specifications and plans (Certain charges for plans may apply), are available by contacting:

Paul D. Black P.E.  
Hood-Rich Inc. 417-862-4483  
801 S. Glenstone,  
Springfield, MO 65802  
[pblack@hoodrich.com](mailto:pblack@hoodrich.com)  
[www.hoodrich.com](http://www.hoodrich.com)

ALSO... Any/all **TECHNICAL QUESTIONS MUST** be directed to **Mr. Black** as listed above.

**4.0 BID PAGE:**

Bidder must complete the following section in its entirety, and sign and date where indicated. This agreement shall take effect upon the approval by the Taney County Commission.

- A. ACCEPTANCE OF BID BY COUNTY: The County shall have a minimum of 90 calendar days from the date of the opening to accept bidder's offer.
- B. County standard payment terms are Net 30 after receipt of invoice.  
State any discounts offered: \_\_\_\_\_
- C. Response time/delivery: \_\_\_\_\_  
(After receipt of order)
- D. Submittals - The following must be submitted with bid:
  - 1. References and experience
  - 2. Key personnel
  - 3. List of machinery and equipment
  - 4. Return all parts of this complete bid document (bidders to keep copy of bid submitted)
  - 5. Bid Bond (**NOT REQUIRED FOR THIS RFB.**)
  - 6. Warranty
  - 7. Descriptive literature
  - 8. List of suppliers
- E. Total Price: Price to be FOB destination, Taney County, Missouri  
Grand Total \$ \_\_\_\_\_

**WEBSITE INFORMATION**

- 1) Does your company have a website? YES \_\_\_\_\_ NO \_\_\_\_\_
- 2) If yes please provide the website address:  
  
www. \_\_\_\_\_
- 3) Can product(s) be ordered from that website? YES \_\_\_\_\_ NO \_\_\_\_\_
- 4) Can we receive the pricing you have quoted us, when ordering from the website?  
  
YES \_\_\_\_\_ NO \_\_\_\_\_

## GENERAL DEFINITIONS

1.

- (a) **"County"** shall refer to: Taney County, Missouri, Who are the authorized representatives of the property, and their authorized representatives.
- (b) **"Contractor"** shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work covered thereby, and its, or their duly authorized agents or other legal representatives.
- (c) The **"specifications"** include Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- (d) A **"sub-contractor"** is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
- (e) The term **"sample"** as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the County to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents.  
Samples approved by the County shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the County.
- (f) The term **"estimated"** represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- (g) The term **"minimum"** means the County will order this quantity of supplies during the period of this contract at the price bid.
- (h) The term **"maximum"** means the County may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

## GENERAL TERMS & CONDITIONS

2.

### PREPARATION OF BIDS:

- (a) Completing Bid: **ALL BID DOCUMENTS MUST BE SUBMITTED IN FULL (ALL PAGES OF THE BID SHALL BE EITHER SIGNED OR INITIALED) TO BE CONSIDERED RESPONSIVE.** All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid must be signed in ink by an authorized representative of the bidder and required information must be provided. The contents of the bid submitted by the successful bidder of this bid shall include **all** bid documents and will become a part of any contract award as a result of this solicitation. Bidder shall initial all pages where the document denotes "BIDDER'S INITIALS: \_\_\_\_". Any bids not complying with this condition may be considered non-responsive and rejected.
- (b) Bidders are expected to examine any drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
- (c) Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type name on each bid sheet thereof on which bidder makes an entry. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of authority unless such evidence has been previously furnished to the Purchasing Department.
- (d) Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (e) **Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.**
- (f) Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- (g) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- (h) If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- (i) Prices are to be firm and final.
- (j) In submitting bids, Vendor agrees that Taney County shall have 90 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.



- (k) Specification sheets **MUST** be returned with bids with the page initialed by authorized agent.
- (l) One (1) original clearly marked "**Original**", and three (3) copies, clearly marked "**Copy**", must be submitted. The completed response should be sealed in an envelope or box for delivery to the Office of the Taney County Purchasing Director. "Copy" documents must be identical to Original Response submitted. Taney County will not be held responsible for pricing sheets or materials left out of "Copy" or "Original" submittals. Further, responses announced at the Public Opening will be read from the Original" document.
- (m) Vendors are responsible for including all pertinent product data in the returned bid response package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid response package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the bid response, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid response. **PLEASE INCLUDE A COMPLETED AND SIGNED W9.**

3. **EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS:**

Receipt of an addendum to an invitation by a bidder must be acknowledged (a) by signing and returning the addendum **with bid response.**

5. **SUBMISSION OF BIDS:**

- (a) Bids and modification thereof shall be enclosed in sealed envelopes and addressed to:

Taney County Purchasing Department  
 ATTN: Ron Erickson, Director of Purchasing  
 132 David Street / P. O. Box 1630  
 Forsyth, Missouri 65653

The bidder shall show the hour and date specified in the Request For Bid, the Bid number, and the name and address of the bidder on the face of the envelope.

- (b) Electronic or faxed bids will not be considered unless authorized by the invitation.
- (c) Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
- (d) Bids will be publicly opened and read aloud as stipulated in the "Request For Bid".
- (e) Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.

6. **FAILURE TO SUBMIT BID:**

If no bid response is submitted, do not return the invitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of equipment/service/materials covered by the invitation.

7. **MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn, by written or electronic notice received, prior to the exact hour and date specified for receipt of bids, provided the County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the bid receipt deadline. The electronic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened. A bid also may be withdrawn in person by a bidder or an authorized representative provided proof of identity is made known and he signs a receipt for the invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephone requests to withdraw a bid will be considered only if confirmed by letter or telegram.

8. **LATE BIDS AND MODIFICATIONS:**

It is the responsibility of the bidder to deliver their bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of opening under any circumstances. Late bids received will NOT be opened. They will be returned, filed, or destroyed.

9. **ALTERNATE BIDS:**

Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

10. **BONDS:**

Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

A. **BID DEPOSITS (BONDS):**

Bid Deposit Not Required  Bid Deposit Required  as stipulated in the "Request for Bid".

**Note the following:**

Bid Deposit.

The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to Taney County, Missouri, for the measure of liquidated damages which the County will sustain and the proceeds thereof will become the property of the County if for any reason the bidder (Personal or company checks will not be accepted):

- (a) Withdraws bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the County whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
- (b) Upon written notification of the award of contract to awardee, they fail to properly sign and deliver to the County within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Agreement, formally evidencing the terms of this Request For Bid as submitted.
- (c) The bidder further agrees the County will have the right to retain the bid deposit for a period of ninety (90) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the County as liquidated damages for one of the reasons stipulated.

**B. PERFORMANCE BONDS**

Performance Bond Not Required  Performance Bond Required  as stipulated in the "Request For Bid".

**Note the following:**

- (a) Coincident with the execution of the Contract, Contractor shall furnish to the County a Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (b) Date of bonds shall be the same as the date of County's execution of the contract.
- (c) Performance Bond shall be in the amount of the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (d) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify their surety of any changes affecting the general scope of the work or change in the Contract Price.
- (e) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to the County, the County shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of the County within ten (10) days after notice to do so.

**11. EVALUATION OF BIDS:**

- 1. The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- 2. "Or Approved Equal" Clause.  
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the County, of equal substance and function. Substitute items may be rejected at the discretion of Taney County.
- 3. Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The County may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. County reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- 4. By virtue of statutory authority, the Purchasing Director shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Taney County products and supplies.

**12. QUALIFICATIONS OF BIDDERS:**

The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

13. **NEGOTIATION:**
- (a) The County reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial Bid on the most favorable terms possible to the County. However, should only one Bid be received by the County, the County may, but is not obligated to, conduct negotiations with this vendor whose Response, in the opinion of the County, is competitive or may best meet the needs of the County.
  - (b) The County may, but is not obligated to, seek clarification of a Response submitted by a Vendor.
  - (c) If the County chooses to negotiate, negotiation may involve any issue bearing on the Response and may take place after submission of Response and before an award is made. The County reserves the right to follow negotiations with a request for submission of a best and final Response.
14. **NON-EXCLUSIVE SERVICES AGREEMENT:**
- The parties agree that no terms of the above-attached Agreement and/or Contract and the Attached Exhibits shall be deemed to create an exclusive services agreement and/or contract. Taney County retains the discretionary right to elect to bid or negotiate with other contractors for any project or services.
15. **AWARD:**
- The right is reserved, as the interest of the County may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The County may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE COUNTY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID UPON AT THE UNIT PRICE OFFERED UNLESS THE BIDDER SPECIFIED OTHERWISE IN BID.** The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Request For Bid, will be most advantageous (lowest price and best value) to the County, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
16. **NOTICE OF AWARD:**
- After considering the basis of award and evaluation of bids, County will within ninety (90) days after the date of opening bids, notify the successful bidder of acceptance of bid.
17. **AWARD OF CONTRACT:**
- (a) **BASIS OF AWARD**
    - 1. Only firm bids will be considered.
    - 2. Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to County within three (3) days after being so requested.
    - 3. The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the County and whose bid complies with all prescribed requirements.
    - 4. County reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-bid responses.
18. **CONTRACT TERMS:**
- The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Seller at any time and the acceptance by the County of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Seller's acceptance are hereby objected to.

19. **CONTRACT DURATION:**

This Bid shall be in effect from the date of the Taney County Commission approval for a period of one year with the option to extend for a one year period. The County will notify the successful vendor(s). The County shall reserve the right to terminate the current contract without cause and solicit new Bids.

20. **EXECUTION OF CONTRACT:**

The successful Vendor ("Contractor") shall, if its Response is accepted, execute a contract, or accept a purchase order, with the County within ten (10) days after receipt of such acceptance or within such longer period as may be permitted by the County. The purchase order or contract shall be in a form prescribed by or acceptable to the County and shall incorporate the terms of this Bid, any amendment(s) to this Bid, and the terms of the Contractor's written Bid Response that are consistent with and do not add to this Bid (the foregoing are hereafter collectively referred to as the "Contract").

21. **EXECUTION OF CONTRACT:**

Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- (a)  The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- (b)  The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the contract and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- (c)  ( ) copies of the Contract.
1. County will furnish ( ) copies of the Bid Documents to the successful Bidder who shall prepare ( ) counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and contract signed with the date of Awardees signature.
  2. The prepared counterpart copies shall be delivered to County within ten days after the date of Notice of Award.
  3. County will sign the contract, insert the date of awardees signature at the beginning of the contract, and return one copy to Contractor after receiving the counterpart copies.
  4. The Contract shall be in effect from the date of County Commission approval for one year.

22. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:**

This contract shall be construed according to all applicable laws of the State of Missouri, Federal Government, and County of Taney including all applicable statutes, resolutions and ordinances. This contract, or any rights, obligations, or duties hereunder may not be assigned by Seller without County's written consent and any attempted assignment without such consent shall be void.

23. **NOTICE AND SERVICE THEREOF:**

Any notice to any Contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor's last given address or delivered in person to said Contractor or authorized representative on the work.

24. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:**

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

25. **SUB-CONTRACTS:**

- (a) The Contractor shall not execute an agreement with any sub-contractor to perform any work until Contractor has written the County of Taney to determine any disapproval of the use of such sub-contractor.
- (b) The Contractor shall be fully responsible to the County for the acts and omissions of sub-contractors, and of persons either directly or indirectly employed by them, as the acts and omissions of persons directly employed by awardee.
- (c) The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- (d) Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the County.

26. **TERMINATION OF CONTRACT:**

This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The County may terminate this contract in whole or in part immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the County may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

- (A) After receipt of a termination letter the applicable party/parties will:
  - 1. Stop stated contracted function on the date and to the extent specified in the letter.
  - 2. Place no further orders for materials or render services except as may be necessary to complete any portions of the contract identified as not being terminated.
  - 3. Complete on schedule said work identified under the contract that is not being terminated.

27. **BREACH, RIGHT TO CURE AND TERMINATION:** In addition to other remedies available to the parties pursuant to this Bid and/or the contract, the parties may address the breach of this agreement in the following manner:

- (A1) **TERMINATION FOR CONVENIENCE.** Notwithstanding any other provision of this contract, upon seven (7) calendar days written notice to Contractor, the County may, at its' sole and absolute discretion, without cause and without prejudice to any other right or remedy of the County, elect to terminate the contract in whole or in part if determined to be in the best interest of the County. In such case, Contractor shall, within thirty (30) calendar days of receipt of termination notice under this paragraph, submit to the County its' statement of costs and expenses and shall be paid for:
  - 1. Completed and County accepted work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work.
  - 3. All costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
  - 4. Reasonable expenses directly attributable to termination if approved in advance by the County.
- (A2) Any work or service hereunder that is in progress, but not completed as of the date of termination may be extended upon written approval of the County until said work or services are completed and accepted.
- (A3) Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- (A4) Contractor waives any costs not submitted to the County for approval within the thirty (30) calendar days after receiving notice.
- (A5) County shall, within thirty (30) calendar days after receipt of Contractor's statement, pay Contractor all amounts the County determines to be applicable.
- (A6) Contractor agrees it has no right to terminate this contract for convenience.

- (B) **BREACH AND RIGHT TO CURE.** If, in the sole discretion and judgment of the County, the County believes that the Contractor is in breach of this agreement, including a breach of the terms and conditions of this agreement, the filing of a petition in bankruptcy or any conduct which affects the County's property or the health, safety or well-being of any person, the following terms shall apply:
  - i. The County shall send written notice to the Contractor setting forth the breach and requesting that such breach be cured.
  - ii. Contractor shall have 30 days from the date of the notice to cure such breach to the satisfaction of the County.
  - iii. If, after sending such written notice, the breach has not been cured within 30 days to the satisfaction of the County, the County may then send a written notice of default to Contractor.
- (C) **NOTICE OF DEFAULT.** If the County sends a notice of default to Contractor, Contractor shall have 10 days from the date of the notice to cure such breach to the satisfaction of the County. In the event Contractor fails to cure the breach to the satisfaction of County within 10 days, the County may elect to do all or any of the following:
  - i. The County may elect to remedy the default by curing the default with department/office staff or contracting with another firm to do the work in question. In this event, the Contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).
  - ii. The County may immediately prohibit Contractor from having access to the property or conducting business on the property.
  - iii. The County Commission, after consideration of the default, may terminate the agreement. In this event, Contractor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any compensation.
- (D) **IMMEDIATE TERMINATION.** Nothing contained herein shall limit the County's ability to immediately terminate this contract in whole or in part upon a determination that a significant breach of this agreement has occurred, including, but not limited to, the cessation of business on the property; creation of significant damage or risk of damage to the County's property; creation of a significant harm or risk of harm to the health, safety or well-being of any person; engaging in criminal conduct; negligently allowing criminal conduct to occur on the property, violation of any terms and conditions or failing to maintain required levels of insurance as set forth in the agreement between the parties. In the event of immediate termination, Contractor shall be required to immediately vacate the premises, shall not be entitled to any opportunity to remedy the default and shall not be entitled to any compensation. The Purchasing Director shall determine that such termination is in the best interest of the County.

- 28. **ANTI-TRUST:**  
Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this contract.
- 29. **GUARANTEE:**  
All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid response.
- 30. **EXPERIENCE STATEMENT:** (if required).  
Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the public entities contracted with shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
- 31. **REFUND OF DEPOSIT ON BID DOCUMENTS:** (if required)  
Deposits on bid documents and contract drawings will be refunded to all prospective bidders, subcontractors, suppliers and manufacturers who return the documents in good condition to County before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

32. **PURCHASE ORDERS:**  
The County will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
33. **FUND ALLOCATION:**  
Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of County funds.
34. **TAX EXEMPT:**  
Do not bill tax. Taney County is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
35. **SUPPLEMENTAL PURCHASE:**  
Taney County may require additional equipment/services/materials as specified within this document. During the 2012-2013 calendar year, the County reserves the right to purchase from the accepted bidder, additional equipment/services/materials at this herein proposed bid price. Either the County or the vendor may refuse this right for additional purchase.
36. **TIME OF DELIVERY:**  
The County requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, County reserves the right to cancel or to purchase elsewhere and hold Seller accountable for any damages sustained as a result thereof.
37. **TRANSPORTATION CHARGES:**  
When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by Seller.
38. **PACKAGING:**  
The County will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
39. **TRAINING AND REPAIR MANUALS: (if applicable.)**  
Vendor shall supply a knowledgeable representative to provide training in proper maintenance and operation. In addition, the vendor will include any video and/or written instructional material marketed for this equipment by their company as part of the bid price.  
A parts and repair manual that would be available to a dealer for shop repairs is to be included in the bid price. Any video or written training material available from the manufacturer is to be included in the bid price.
40. **INSPECTION AND ACCEPTANCE:**  
No material received by the County pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the County has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement.
- No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect the County's discount privileges. Such right to return, offered to the County arising from the County's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the County may have therefore.



41. **MATERIAL AVAILABILITY:**  
Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify Taney County immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
42. **QUANTITIES:**  
County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to County's rejection and return at Seller's expense.
43. **RESPONSIBILITY FOR SUPPLIES:**  
The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.
44. **GENERAL GUARANTY AND WARRANTY:**  
The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of five years from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the County with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
45. **PATENTS:**  
Seller warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Seller covenants that awardee will at their own expense, defend every suit which may be brought against the County, or those selling or using County's product (provided Seller is promptly notified of such suit and all papers therein are delivered to Seller) for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that they will pay all cost, damages and profits recoverable in any such suit.
46. **ACTS OF GOD:**  
Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
47. **BANKRUPTCY OR INSOLVENCY:**  
In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, County may cancel this contract or affirm the contract and hold Seller responsible for damages.
48. **COMPLIANCE WITH APPLICABLE LAWS:**  
Contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA- type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the County harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
49. **INDEMNITY AND HOLD HARMLESS:**  
Contractor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, sub-contractors, employees or agents, and arising out of services performed by Service Provider, sub-contractors, employees or agents under this contract.

50. **UNIFORM COMMERCIAL CODE:**

This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

51. **CHANGES:**

The Purchasing Director may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Purchasing Director in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

52. **NON-DISCRIMINATION IN EMPLOYMENT:**

In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, equal employment opportunity act, Missouri Human Rights Act, and all other applicable Federal and State Laws, Statutes; and County ordinances and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

53. **DOMESTIC PRODUCTS:**

It is the policy of this County that each contract for the purchase or lease of manufactured goods or commodities involving an expenditure of \$1,000.00 or more shall be for goods or commodities manufactured, assembled or produced in the United States. This policy shall not apply where the cost of the contract would be increased by more than ten percent, when only one line of a particular good or product is manufactured, assembled or produced in the United States, or when the specified products are not in sufficient quantities to meet the County's needs. The Purchasing Director shall give preference to all commodities and tangible personal property manufactured, mined, produced, processed or grown within the state of Missouri and/or the County of Taney when quality is equal or better and delivered price is the same or less. The Purchasing Agent/Director may also give such preference whenever competing bids, in their entirety, are comparable.

Editors Note: Ord. No. 2010-ORD-55 adopted Dec. 30, 2010 revised section 37.08 to reflect current statutes, laws, internal processes and procedures and enacted new provisions to read as herein set out. Reference: RSMo 34.070; (Ord. GO-91-126, passed 10-17-91)

54. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT":**

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

55. **CONFLICTS:**

No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

56. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

No member of, or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

57. **ASSIGNMENTS:**

Neither County nor Contractor shall, without the prior written consent of the other, assign in whole or in part their interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the County.

58. **DEBARMENT:**

By submission of its response, the Contractor certifies that neither it, nor its principals or subcontractor(s) receiving sub awards is presently debarred, suspended, proposed for debarment, declared ineligible, not in good standing or voluntarily excluded from participation in this transaction by any Federal/State Department and/or Agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response. If Contractor/Subcontractors are deemed to be non-compliant with any of the conditions stated above, they may not be considered for award recommendation.

**NOTE TO BIDDERS:**

**THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE COUNTY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.**

1. **WORK HOUR AND SAFETY STANDARD ACT:**

All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2. **LABOR-RELATED REGULATIONS:**

The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Request For Bid".

(a) **Wage Rate Stipulation** - State of Missouri

If required by the "Request For Bid".

(b) **Wage Rate Determination** - Federal

If required by the "Request For Bid".

The bid, agreement and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

(c) The following requirements shall be adhered to for compliance with Missouri Revised State Statutes.

Per section 285.30 of Missouri Revised State Statutes:

1. If the contract amount exceeds \$5,000.00 the contractor must by sworn affidavit and provision of documentation affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the provided services.
2. The signed affidavit will also affirm that the contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Effective August 28, 2009; Per section 292.675 of Missouri Revised State Statutes:

1. For any construction of public works, contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA. **All employees are required to complete the program within sixty (60) days of beginning work on such construction projects.**
  2. Any employee found on a worksite subject to this section without documentation of the successful completion of the course required shall be afforded twenty (20) days to produce such documentation before subject to removal from the project.
  3. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
  4. If the above requirements are not adhered to, all sums and amounts due and owing as a result of any violation of the fore-mentioned shall be withheld from payment.
  5. Any / all other applicable aspects of Missouri House Bill 1549 shall be strictly adhered to.
3. **BUILDING REGULATION, PERMITS AND LAW:**
- a) The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this RFB.
  - b) Satisfy all current and applicable local codes, ordinances and licensing requirements.
4. **COORDINATION OF THE WORK:**
- The contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. Awardee shall be prepared to provide all subcontractors the locations, measurements, and information they may require for the performance of their work.
5. **CHANGES IN THE WORK:**
- (a) The contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of; the assigned engineering company as listed on Page #6, or the Director of Purchasing for Taney County, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract.  
All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
  - (b) Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's bid response for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

6. **TIMING:**

- (a) **Time to Commence Work:** Upon receipt of Contract documents fully executed by County and a Notice to Proceed, Contractor shall immediately proceed with the work. However, Awardee shall not move onto the site until all required copies of **insurance policies and certificates** have been accepted by County.
- (b) **Time Starts to Run:** The Contract Time shall start to run on the date mutually agreed upon as stated in the Notice to Proceed.
- (c) **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insured full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by County, Contractor shall pay **\$200.00** to County for each and every day Contractor is in default. Because of the difficulty in determining the actual damages to be sustained by County in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for County's liquidated damages and not as a penalty, and County shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- (d) **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the contractor is required to perform under the terms and conditions of this Contract for the following reasons:
  1. To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
  2. To any acts of the County.
  3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or of the public enemy, acts of another contractor in the performance of some other Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
  4. To any delay of any sub-contractor occasioned by any of the causes specified in subparagraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the County, in writing, of the cause of the delay.

If the facts show the delay to be properly excusable under the terms of this Contract, the County shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

**NO BID RESPONSE FORM**

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

*Thank you...*

**RFB# 201212-204 Parking Garage Repairs and Maintenance – Part One**

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

## MISCELLANEOUS BIDDING PROCESS INFORMATION

The Purchasing Department is responsible for the bid opening at the time and place noted in the request. If a Vendor is interested in a copy of the bid tabulation they must include a direct email address, not website, in order to receive results quickly. We will no longer use USPS for results notification. Obviously sealed Bids cannot be emailed so they must either be delivered by hand or USPS.

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

### Bid Response Tips:

1. Read ALL Bid documents immediately upon receipt. Note any special dates or requirements.
2. Contact the Taney County Purchasing Department with any questions relating to the Bid seven days prior to the Bid opening. (Email ONLY to: [rone@co.taney.mo.us](mailto:rone@co.taney.mo.us).)
3. Use ink to fill in all blanks clearly. (If I can't read your handwriting your Bid will be rejected.)
4. Remember to supply the required number of copies, marking copies vs. original.
5. Turn your Bid in as soon as possible. The deadline dates and times are strictly adhered to. The County cannot accept any late Bids. In the event of only one Bid response the County may reject the entire Bid and re-let it hoping for more participation.
6. Attend pre-Bid conferences, if any. (Most are Mandatory.)
7. Pay close attention to the terms *must*, *shall*, *should* or *may*. **READ EVERYTHING.**
8. Include an updated **W-9** form completed with your company information and signature.
9. Include, if applicable, a current level of **prevailing wage** considerations within your Bid.
10. Remember to sign the Bid sheet as this is mandatory.

### Please Note...

*There are several steps, requirements and legalities which must be followed when engaging in an effort to respond to any certain Bid or Proposal Request. Here I hope I have served to assist any/all participants in making sure everyone has a fair and pleasant experience with my County. Please keep in mind that it is entirely possible that this sheet, along with all of the other information as detailed within this Bid, may NOT include everything to cover every possible situation. Should that occur please let me know.*

*Thank you for your interest in Taney County Missouri.*

*Sincerely,*



A handwritten signature in blue ink that reads "Ron Erickson".

**RON ERICKSON**  
Director of Purchasing  
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