



REQUEST FOR BID No. 201403-257

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

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

Commodity Title: **AGGREGATE ROCK**

**PLEASE MARK YOUR ENVELOPE "SEALED BID #201403-257" RETURN ONE (1) ORIGINAL AS WELL AS A DIGITAL CD COPY, OR THREE (3) HARD COPIES.** *(Failure to submit copies, as indicated here MAY result in being declared "Non-Responsive" disqualifying your entire Bid Response.)*

**Bid Submission Address and Deadline**

Day / Date: **Monday April 28, 2014**

Time: **2:00 P.M. C.D.T. (No late Bids will be accepted)**

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

Directions: The Purchasing office is located on the second floor of the old courthouse in downtown Forsyth, between the Commission Offices and the Recorder of Deeds Offices.

**Bid Opening**

Day / Date: **Tuesday April 29, 2014**

Time: **9:50 A.M. C.D.T.**

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

**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 as well as all pages initialed. \*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 results notification *only* email. Final results will also later be posted on our website at: [www.taneycounty.org](http://www.taneycounty.org). **Please do not call for 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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**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. Obviously sealed Bids cannot be emailed so they must either be delivered by hand, courier, or USPS. (Please note USPS concerns on page #3, item #3.)

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

**Bid Response Tips:**

1. 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 prior to the Bid opening. (Email to: [rone@co.taney.mo.us](mailto:rone@co.taney.mo.us).)
3. Use ink to fill in all blanks. (If I can't read your handwriting your Bid **will** be rejected.)
4. **COPIES ARE REQUIRED**, mark copies vs. original. (*Failure to submit copies, as requested on page #1, MAY result in being declared "Non-Responsive" disqualifying your entire Bid Response.*)
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.
6. **No fax or electronic transmitted Bids will be accepted.**
7. In the event of only one response the County may reject the entire Bid and re-let it or consider other available options which provide the best solutions for the county. Always acting in the best interest of Taney County.
8. Attend pre-Bid conferences, if any. (Most are Mandatory.)
9. Pay close attention to the terms *must, shall, should* or *may*. **READ EVERYTHING.**
10. Include an updated **W-9** form completed with your company information and signature.
11. Include, if applicable, current **prevailing wage** considerations within your Bid.
12. 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. 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,*


  


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

## **INSTRUCTIONS AND GENERAL CONDITIONS**

1. **Delivery of:** Sealed Bids, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the Bid closing date and time indicated herein for furnishing the County with goods, and or, services as detailed in the following Request for Bid.
2. **Copies:** For the convenience of all a digital – CD copy may be submitted in lieu of three additional hard copies – with the original, as indicated on page #1. If sending all hard copies please mark each to differentiate between the original and the three copies. (Copies are required – NOT optional.)
3. **Closing:** Sealed Bids must be delivered before **2:00 P.M.** central time on **Monday April 28, 2014** to the Taney County Purchasing Department as listed on page one. Bidders should take into account all possible risks of their Bid not arriving in time when electing to mail in Bids too close to the above closing date. Often the Post Office leaves a “pick up slip” in our PO Box which may / may not allow us time to retrieve said item. It is the Bidders responsibility, not the county, nor the Post Office – to ensure their sealed Bids are **delivered** in time to the Purchasing Department. (Be extra careful when your Bid response involves a large package or box.)
4. **Late Packages:** The County will not accept any Bids received after the above listed closing date/time and will consider such late Bids as **NON-RESPONSIVE**. They will be returned un-opened.
5. **Opening:** Bids will be opened publicly at **9:50 AM** on **Tuesday April 29, 2014** and read aloud. All Bid responses will be considered public information as soon as they are opened and become a part of public record to be released to any person or firm that requests it.
6. **Award.** Recommendation for award will be made formally to the Taney County Commission at a later date after a full and complete review process – often within a few days of the Bid opening.
7. **Withdrawals:** Bids may be withdrawn on written request from the Bidder at the address shown in this RFB prior to the time of acceptance of the Bid.
8. **Sealed & Marked:** Bids **must** be submitted in a single sealed envelope identified with the Bid number and dates of closing & opening. List the Bid number on the outside of the box or envelope and note “Response to Request for Bid enclosed”. Also include a return name & address. **No fax or electronic transmitted Bids will be accepted.** (NOTE: Please make sure your package indicates “BID” on the final outside skin.)
9. **No Bid:** If you do not want to submit a Bid, please return the *No Bid Response Form* on page #7 of this package, and note your reason.
10. **Bidder Expenses:** This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing and submitting Bids called for in this Request for Bid.
11. **Presentations:** The County reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the Bidder in connection with such interviews or presentations (i.e. travel accommodations, etc.)
12. **Bid Term:** All Bids submitted shall be binding, and remain firm for ninety (90) calendar days following the opening. Pricing / Costs submitted within this response **MUST BE HONORED** within that set timeframe. Bidders should NOT respond unless certain on this point.
13. **Bid Rejection:** The Taney County Commission reserves the right to reject any or all Bids, when such rejection is in the best interest of the County.
14. **Multiple Awards:** Bids may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.
15. **Payment Terms:** County standard payment terms are Net 30 after receipt of invoice.
16. **Effective:** This agreement shall take effect upon the approval by the Taney County Commission.
17. **Alterations:** Any alterations, changes, lining out, or margin notes to any of these instructions will result in being determined as non-responsive to this Bid and thus be disqualified.

**GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC**

1. All questions shall be submitted in writing, prior to the Bid **opening** and no later than **2:00 P.M. Monday April 21, 2014**. All questions must be emailed to; **Ron Erickson, Director of Purchasing**. ([rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)) as well as the department point of contact for this Bid listed on page #5. Department points of contact are responsible for answering technical questions. Questions on the Bid process belong to Purchasing, thus ALL questions are handled in a joint, or combined effort.
  2. All questions will be answered in writing via email to all parties who had previously been part of the original DBI (Direct Bid Invitation email.), or had made email contact during the open Bid questioning timeframe. Deadline for issuing addenda (responses to questions) is: **Tuesday April 22, 2014** thus allowing Bidders to have a full week to make any necessary adjustments to their response. Addenda will also be posted on the Taney County Web site at: [www.taneycounty.org](http://www.taneycounty.org) by this deadline.
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3. Once at our website click on:                     . Any/all addenda will be attached at the end of the posted Bid. An indication, in red, will alert visitors as to the presence of any addenda.
  4. In the event that it becomes necessary to revise any part of this RFB, written addenda will be issued. Any addendum to this RFB is valid only if in writing and issued by the Taney County Purchasing Department.
  5. **Timeline:** The County anticipates a contract award following the evaluation of all Bid responses within **15 days from the RFB opening date and completion**. These dates are provided for informational purposes and may change as requirements dictate.
  6. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, all Bid responses will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of Bid responses, must be made through the Taney County Clerk's Office (417-546-7202) requiring a Public Service Request Form (PSR). By law charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies. (*Section 610.026, RSMo.*)

**BASIC REQUIREMENTS:**

- 1 **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFB will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.
- 2 **Response Content:** In order to enable direct comparison of competing Responses, Bidders must submit Responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the forms provided herein. Every question must be answered and if not applicable, the section must contain "N/A."
- 3 **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.taneycounty.org](http://www.taneycounty.org). View information under *Purchasing*.
- 4 **Response Clarification:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 5 **Rejection or Correction of Responses:** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 6 **Evaluation Process:** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 7 **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

## **ROAD & BRIDGE AGGREGATE ROCK SPECIFICATIONS & REQUIREMENTS**

The Taney County Purchasing Department will accept Bids for Aggregate Rock as listed within the following specifications. Interested parties should complete the following information requests, as asked for, with their lowest possible prices. All of the following specs/details/requirements are assigned specific numbers to assist Vendors if/when certain questions may occur. Please use the numbers as assigned to assist in any such questions if needed.

- 1.) All pricing **MUST** include delivery to all three of the Taney County Road & Bridge District locations; Hilda, Mt. Branson, and Buchanan Rd. as well as a price option for pick up.
  - 1a. Full addresses: Taney County Road & Bridge - *Mt. Branson Shop* -1377 State Hwy 76 Branson, Missouri 65616, Taney County Road & Bridge – *Buchanan Rd. Shop* - 274 Buchanan Rd. Branson, Missouri 65616, Taney County Road & Bridge – *Hilda Shop* - 195 Gilbert Lane Hilda, Missouri 65680.
- 2.) All pricing **MUST** remain in effect, available without increase, for one year from date of award as it is preferred to have one source for these needs for that entire period, via this Bid.
  - 2a. Surcharges – OF ANY NATURE, will **NOT** be accepted or paid for during the full course of the awarded period.
- 3.) The County will not be required to purchase any/all, nor minimums/maximums as per the quantities listed within this Bid. (Listed quantities are annual estimates, only.)
- 4.) All materials shall be in accordance with the requirements of the 2004 Missouri Standard Specifications for Highway Construction and/or following specifications. Material quantities shown on the material Bid represent an estimate and should not be taken as commitment by the county as to the quantity of material that will be used during the 2014 / 2015 maintenance year. These Bids shall remain in force for a minimum of twelve months from the date of award.
- 5.) Taney County reserves the right to have the material tested for quality at their expense and to take whatever remedial action that may be required. Tests would be run to verify compliance with the applicable specifications.
- 6.) All material is to be furnished to the County in accordance with directions given on the material Bid. Bids will be awarded for each group listed, aggregates may be awarded to more than one supplier based upon the lowest on the road cost. Taney County reserves the right to reject any and or all bids and to waive any and or all technicalities.

Please contact the following “Department Point of Contact” for questions concerning actual required specifications, or any other technical questions:

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

**2014 / 2015 AGGREGATE ROCK BID TABLE**

All bid prices MUST include delivery to sight or stock piled price as well as a price option for picked up per the following table. Mileage must be included in all Bid pricing. The Director of Purchasing will not approve any Purchase Orders after award that include / indicate charges for mileage. Should this occur Taney county reserves the right to terminate contract and award to the next lowest bidder. Bid Responses MUST be filled in below using the "UNIT PRICE" columns.

**1.0 AGGREGATE ROCK**

Item #	DESCRIPTION	QUANTITY (Est. for 2015)	UNIT (Measure)	UNIT PRICE (BID)	
				DELIVERED	PICKED UP
1.1	½" Clean Chips *	5,000	Ton	\$	\$
1.2	3/8" Clean Chips **	25,000	Ton	\$	\$
1.3	¾" Clean (Concrete Rock)	500	Ton	\$	\$
1.4	1" Base Material	25,000	Ton	\$	\$
1.5	2" Base Material	1,000	Ton	\$	\$
1.6	0-6" Sub-Base Material	25,000	Ton	\$	\$
1.7	2-6" Sub-Base Material	1,000	Ton	\$	\$
1.8	Pugged Base Rock	2,000	Ton	\$	\$
1.9	¼" Grit (Ice Control Material)	5,000	Ton	\$	\$
1.10	Rip-Rap	5,000	Ton	\$	\$
1.11	Shot Rock (up to 12" size rock)	10,000	Ton	\$	\$

\*Use section 1003-1003.3 of the Missouri Standard Specification for Highway Construction for 1/2"chips. (MAX. 2.5 passing number 200 sieve.)

\*\* Use section 1003-1003.3 of the Missouri Standard Specification for Highway Construction for 3/8"chips. (MAX. 2.5 passing number 200 sieve.)

**UNIT PRICE BID COST** is the amount we will apply on a P.O. It *must include*: **Mileage**, Shipping, packing, handling, whatever other miscellaneous fees there may be. If there are any questions concerning this requirement call our Purchasing Director for clarification. **Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as law exempts the County from them.**

**SUPPLEMENTAL REQUIREMENTS**

Bidder must complete the following section in its entirety, and sign and date where indicated on page #1. 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. (NO EXCEPTIONS.)
- 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. Warranty
  - 4. Descriptive literature
  - 5. Include an updated **W-9** form completed with your company information and signature.

**INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. Insurance limits indicated below may be lowered at the discretion of the County.

- 1) **Compensation Insurance** – The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work. Worker’s Compensation coverage shall meet Missouri statutory limits. Employee’s Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, \$1,000,000.00 policy limit.
- 2) **Comprehensive General Liability Insurance** – The Contractor shall take out and maintain during the life of this contract. The amounts of insurance shall not be less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 3) **Commercial Automobile Liability** – The Contractor shall take out and maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks, both on and off the site of work.
- 4) **Proof of Carriage of Insurance** – The Contractor shall furnish the County with Certificate of Insurance which names the County as additional insured.

**NO BID RESPONSE FORM**

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

*Thank you...*

**RFB# 201403-257 Aggregate Rock**

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

See the following page for Terms & Conditions which apply appropriately as needed specifically to items or services required within this RFB.



## **STANDARD TERMS AND CONDITIONS**

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Taney County Department identified in this Request for Bid.
2. The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and **sign the bid**.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. **Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.**
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Taney will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from **future** bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. (Cooperative Purchase.)
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
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.