



**REQUEST FOR BID No. 201407-269**

**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)

Project Name: **DEMOLITION & LAND CLEARANCE - 9 FEMA FLOOD BUYOUT PROPERTIES** (see pricing page for addresses)  
**PLEASE MARK YOUR ENVELOPE "SEALED BID #201407-269" 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**

Location / Address: **Taney County Purchasing Department (Second Floor)**  
132 David St. / P. O. Box 1630  
Forsyth, MO 65653

**Mandatory Pre-Bid Meeting**

Location / Address: **The Keeter Center, College of the Ozarks**  
1 Opportunity Avenue, Point Lookout, MO 65653

**Bid Opening**

Location / Address: **Taney County Commission Hearing Room (Old Courthouse)**  
132 David Street  
Forsyth, MO 65653

**Bid Schedule / Deadlines:**

July 12, 2014 – August 11, 2014

**August 1, 2014 at 9:00 A.M.**

August 4, 2014 at 2:00 P.M.

**August 11, 2014 at 2:00 P.M.**

**August 12, 2014 at 10:00 A.M.**

August 12, 2014–August 14, 2014

Bid Release Date / Advertising Period.

**Mandatory Pre-Bid Meeting (SEE ABOVE)**

Deadline for Submitting Questions.

**Closing Date / Time.**

**Opening Date / Time.**

Approximate Review Period.

**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 and email address is **mandatory**, lack thereof will result in a determination of "Non-Responsive".**

\_\_\_\_\_  
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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**TANEY COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND ENCOURAGES  
 MBE, WBE, AND ALL QUALIFIED CONTRACTORS TO SUBMIT A BID.**

*Welcome... Thank you for taking the time to review / participate in the following project and THANK YOU for your interest in Taney County Missouri.*

- *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 to assist any/all participants in making sure everyone has a fair and pleasant experience regarding this Bid.*
- *Please keep in mind that it is entirely possible that despite our best efforts information as detailed within this Bid may NOT include everything for every possible situation. Please contact me if you experience this.*
- *Historically 90% of the questions we receive are already answered within the full Bid Package.*
- *PLEASE READ all of the information CLOSELY and if you have a question review the information again as it is most likely you will find the answer.*
- *We ask, or rather require, that any/all questions be emailed rather than calling.*
- *All emails received WILL be answered as indicated within the written guidelines for written questions. (P.7)*
- *For areas, questions, and requirements that do not always apply - "N/A" may be an option. (P.8 - Item 4.2)*

Sincerely,



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

## **1. 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 #5, item #2.3)

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:**


- 1.1 Read ALL Bid documents immediately upon receipt. Note any special dates or requirements.
- 1.2 Contact the Taney County Purchasing Department with any questions relating to the Bid prior to the Bid opening. (See P.6, Item 3.1)
- 1.3 Use ink to fill in all blanks. (If I can't read your handwriting your Bid **will** be rejected.)
- 1.4 **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.*)
- 1.5 Turn your Bid in as soon as possible. The deadline dates and times are strictly adhered to. The County cannot accept any late Bids.
- 1.6 **No fax or electronic transmitted Bids will be accepted.**
- 1.7 In the event of only one response the County may reject the Bid and re-let it or consider other options which provide the best solutions for the county. Always acting in the best interest of Taney County.
- 1.8 Attend pre-Bid conferences, if any. (Most are Mandatory.)
- 1.9 Pay close attention to the terms *must*, *shall*, *should* or *may*. **READ EVERYTHING.**
- 1.10 Include an updated **W-9** form completed with your company information and signature.
- 1.11 Remember to sign the Bid sheet as this is mandatory.

## **2. INSTRUCTIONS AND GENERAL CONDITIONS:**

- 2.1 **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.
- 2.2 **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.)
- 2.3 **Closing:** Sealed Bids must be delivered before “Closing Date / Time” as listed on page one, 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 Bids are **delivered** in time to the Purchasing Department. (Extra steps may be needed if your Bid response package is a large box.)
- 2.4 **Late Packages:** The County will not accept any Bids received after the listed closing date/time and will consider such late Bids as **NON-RESPONSIVE**. They will be returned un-opened.
- 2.5 **Opening:** Bids will be opened publicly at “Opening Date / Time”, as listed on page one, 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 who formally requests it.
- 2.6 **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. Updates may be sent via email should the award process become delayed for any reason. (10 days or more.)
- 2.7 **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.
- 2.8 **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”, with the BID NUMBER - on the final outside surface of your package.)

- 2.9 **No Bid:** If you do not want to submit a Bid, please return the *No Bid Response Form* at the bottom of the last page of this package, and note your reason(s).
- 2.10 **Bidder Expenses:** The 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.
- 2.11 **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.)
- 2.12 **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.
- 2.13 **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.
- 2.14 **Multiple Awards:** Bids may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.
- 2.15 **Payment Terms:** County standard payment terms are Net 30 after receipt of invoice. There are NO EXCEPTIONS to this system. Once products, or services, are received and accepted Taney County will process payment in full. Requests for credit applications are not necessary and will – in most cases – not be processed. Requests for deposits are not necessary and will not be accepted.
- 2.16 **Effective:** This agreement shall take effect upon the approval by the Taney County Commission.
- 2.17 **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.
- 2.18 **Direct Email Address:** Vendors MUST supply this in order to receive award results. (Not simply a website.) We do not use USPS for results notification *only* email. Final results will be emailed to all responding Vendors using the email address provided within their Bid response on page one. Results will also be posted on our website at: [www.taneycounty.org](http://www.taneycounty.org). **Please do not call for results.**

### **3. GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC**

- 3.1 All questions shall be submitted in writing, prior to the Bid **opening** and no later than **2:00 P.M. Monday August 4, 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 9, item 5.2. 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.
- 3.2 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 August 5, 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.
- 3.3 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.
- 3.4 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.
- 3.5 **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.
- 3.6 **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.*)

#### **4. BASIC REQUIREMENTS / FACTORS**

- 4.1 **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.
- 4.2 **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."
- 4.3 **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*.
- 4.4 **Response Clarification:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.5 **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.
- 4.6 **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.
- 4.7 **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.



## 5. SCOPE OF SERVICES

- 5.1 This document constitutes an invitation for competitive, sealed bids for the provision of demolishing and clearing nine (9) residential structures located in the County of Taney. (all: Hollister, Mo. 65672)
- 5.2 Please contact the following "Department Point of Contact" for questions concerning actual required specifications, or any other technical questions:

**Bob Atchley**  
**Taney County Planning Administrator**  
**Phone: 417-546-7225**  
**Fax: 417-546-6861**  
**Email: [boba@co.taney.mo.us](mailto:boba@co.taney.mo.us)**

- 5.3 The County of Taney has been approved for federal and state funds to purchase flood-damaged homes. The County has been working with state and federal agencies to develop and implement programs designed to help homeowners who experienced damage by the April and May 2011 floods.
- 5.4 The County government of the County of Taney approved and authorized County staff to establish and administer a flood recovery program, which allowed for the acquisition of flood-damaged homes located within the County of Taney.
- 5.5 In accordance with the flood buyout policy, to complete the program the County must procure a qualified contractor to demolish the acquired properties. The procurement of the contractor must be through a competitive bid process.
- 5.6 ***Bidders must carefully examine the entire site of the work and must make all necessary investigations to inform themselves thoroughly as to the facilities available, as well as to all the difficulties involved in the completion of all work in accordance with the specifications and any plans.*** Bidders are required to examine any maps, plans and data mentioned in the specifications. ***No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail of all the requirements of this contract, nor accepted as a basis for any claims for extra compensation.***
- 5.7 The contractor shall provide demolition and debris removal services as may be requested by the County of Taney in accordance with the terms and conditions of this Invitation for Bid.
- 5.8 This agreement is not intended to create, and shall not be construed to create, a relationship of principal and agent, master and servant, employer and employee, joint venture, partnership, nor any relationship other than that of independent contractor.

- 5.9 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and further agrees that the County of Taney, Missouri may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's services.
- 5.10 Except as provided herein, this agreement will not be altered without mutual consent of both parties. Taney County, Missouri and the Contractor may, by mutual agreement, agree to changes in the work to be performed by the Contractor as described in the Agreement documents.
- 5.11 The Contractor will commence and complete all services as defined in this Invitation for Bid pertaining to the demolition of residential sites located in Taney County, Missouri.
- 5.12 It is understood that, except as otherwise specifically stated in the contract Documents, the Contractor shall provide, pay for and furnish all equipment, labor, tools, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 5.13 The initial term of this Agreement shall commence on the execution hereof and shall expire upon satisfactory completion and acceptance by the County of Taney of the work performed by the Contractor.
- 5.14 BIDDER MUST AGREE TO COMMENCE WORK ON OR BEFORE A DATE TO BE SPECIFIED IN A WRITTEN "NOTICE TO PROCEED" BY TANEY COUNTY AND TO FULLY COMPLETE THE PROJECT WITHIN 60 CONSECUTIVE CALENDAR DAYS THEREAFTER.**

## **6. SPECIFIC REQUIREMENTS**

### **Building Demolition**

#### **6.1 Start-Up:**

- 6.1.1 The County assumes no responsibilities for the actual condition of the structures to be demolished.
- 6.1.2 The use of explosives is **NOT** permitted.
- 6.1.3 The burning of refuse and debris is **NOT** permitted.
- 6.1.4 The Contractor will ensure safe passage of persons around the area of demolition and will conduct operations in a manner that prevents injury to people, adjacent buildings, structures, vehicles, and other facilities.

**6.2 Foundation leveling and backfill:**

- 6.2.1 The Contractor shall push in all walls of the foundations and backfill with clean, imperishable fill material. All foundation walls and footings MUST be covered with at least three (3) feet of CLEAN fill.
- 6.2.2 Only imperishable material shall be used by the Contractor in backfilling the basement up to within 12" of the ground surface level. The top 12" of soil will be compacted to 90 percent Standard Proctor maximum dry density.
- 6.2.3 Any additional dirt to be brought in to provide cover as required by this contract shall be brought in, placed, compacted and leveled in accordance with the standards above and at the expense of the Contractor. Only fill material from a source approved by the Missouri Department of Natural Resources shall be permitted. Borrow sites are approved on a case-by-case basis. For more information contact:

Missouri Department of Natural Resources  
Historic Preservation  
PO Box 176  
Jefferson City, Missouri 65102  
(573) 751-7862

**6.3 Concrete pads / slabs:**

Concrete pads, slabs, sidewalks, or driveways shall be removed and transported to a Missouri Department of Natural Resources approved landfill or may be disposed of onsite (if applicable) if buried below grade with 3' of minimum cover of CLEAN fill.

6.4 Inoperable automobiles, trucks, boats and trailers shall be removed from site by acceptable and approved towing methods.

6.5 The County will provide verification that all utilities have been disconnected.

**6.6 Fence / Wall Removal:**

The Contractor shall remove all walls, fences, gates, posts, mesh etc. Posts will be removed a minimum of twenty-four (24) inches below the existing ground elevation. Posts will not be permitted to be cut off at ground level.

6.7 The Contractor is responsible for ensuring that debris does not fall from or blow off transporting vehicles en route to a sanitary landfill.

- 6.8 The Contractor shall keep the project area and public rights-of-way reasonably clear at all times and on completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and used in the performance of the contract and shall leave the entire project area in a totally cleared, neat and level condition. Trash burning on the project area is prohibited and none of the materials required to be removed from the project area under this contract shall be buried on the project area or deposited or placed at any place other than a sanitary landfill.
- 6.9 The Contractor shall be permitted to salvage any items.
- 6.10 The Contractor shall remove trees, shrubs, grass, and other vegetation, improvements, or obstructions which interfere with demolition. Removal includes digging out stumps and roots. All debris associated with this removal will be hauled away at the Contractor's expense. No burning is permitted. In no way will the Contractor remove any trees for his own personal use.
- 6.11 The Contractor may remove only trees that are necessary for the completion of the demolition of structures and improvements in accordance with the provisions of this contract. Wherever trees are encountered adjacent to the work, the operations of the contractor must be so organized and carried out as to not disturb or destroy any trees except as directed by Taney County or where permission has been obtained from the County.
- 6.12 If the Contractor should encounter any unforeseen hazardous wastes (other than ACM's and/or household contaminate wastes), he shall stop work immediately and notify Taney County for the next action to be taken. This shall also apply to any underground storage tanks that were not previously identified.
- 6.13 **Lot Restoration:**
- 6.13.1 The Contractor shall leave the demolition and project site clean and free of any and all debris.
  - 6.13.2 The Contractor shall grade the ground surface to conform to the existing adjacent grades and to insure surface drainage.
  - 6.13.3 Any fill used must come from an approved DNR facility.
  - 6.13.4 All areas disturbed under this contract shall be seeded and covered with straw. Seed mixture shall be the non-irrigated lawn and turf mixture, tall fescue and perennial rye.
- 6.14 **Debris Disposal:**
- 6.14.1 The Contractor shall transport materials removed from the demolished structures and materials shall be disposed of off-site to facilities that are approved by the Missouri Department of Natural Resources.
  - 6.14.2 The Contractor shall maintain landfill disposal receipts identifying the address from where the debris was removed and shall provide said receipts to the County representative upon their request.

**6.15 Notification:**

6.15.1 Missouri DNR must be notified at least 10 days prior to the demolition of any structure regardless of whether it contains ACM's. Information that must be included with this notification:

Date of Demolition  
Property Address  
Demolition Contractor Name

6.15.2 Said notice shall be sent to :

**JEFFERSON CITY DNR OFFICE**  
Department of Natural Resources  
Air Pollution Control Program  
P.O. Box 176  
Jefferson City, Missouri 65102-0176  
(573) 751-4817

**6.16 Other Notification:**

6.16.1 The County shall implement MO Department of Conservation recommendations and best management construction practices to protect endangered species and their habitats, the floodplain, and ground water.

6.16.2 The County shall ensure that any mercury-filled thermostat and similar items, and Freon-based AC units that may be found are handled and disposed in accordance with DNR's Universal Waste Rule.

**7. INSURANCE AND BONDING REQUIREMENTS**

7.1 The Contractor shall not commence work under this contract until all the insurance required under this section has been obtained and such insurance has been approved by Taney County, nor shall the contractor allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been so obtained and approved.

7.1.1 Payment of worker compensation, overtime and any other required coverage, are the exclusive responsibility of the Contractor as required by local, state and/or federal law or regulations, when applicable.

7.1.2 The Contractor shall provide Vehicle Liability coverage for all vehicles and equipment of the Contractor in the total liability limits of \$500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident.

7.1.3 The Contractor must provide property damage insurance in an amount not less than \$500,000.

- 7.2 The Contractor shall furnish Taney County with certificates showing the type, amount, class of portions covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement, "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) day written notice has been received by Taney County, Missouri."
- 7.3 **Bid Security.** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the bid bond form attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by Taney County in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after Taney County and the accepted bidder have executed the contract, or if no award demand of the bidder at any time thereafter, so long as she/he has not been notified of the acceptance of his/her bid.
- 7.4 **Liquidated Damages for Failure to Enter Into Contract.** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after she/he received notice of the acceptance of his/her bid, shall forfeit to Taney County, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
- 7.5 **Security for Faithful Performance.** **Simultaneously with his/her delivery of the** executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified herein. The surety bond or bonds as security for faithful performance must be in the amount of \$500,000 or the bid price of the contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to Taney County.
- 7.6 **Power of Attorney.** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## 8. **REPORTING REQUIREMENTS**

- 8.1 All notices required or authorized to be given to the Contractor by Taney County pursuant to this Contract shall be delivered by Bob Atchley to the person signing the Contract on behalf of the contractor as shown on the Contract page.
- 8.2 All notices required or authorized to be given to Taney County by the Contractor pursuant to this Contract shall be delivered to the Flood Buyout Administrator of Taney County, MO.

- 8.3 The Contractor must schedule and complete the property demolition within 60 calendar days from the date of notification from Taney County.
- 8.4 The Contractor shall immediately report by telephone to Taney County of when it is discovered that a time frame may not be met due to complications incurred during the normal scope of demolition work. Following award of this contract, Taney County shall notify the Contractor of the contact personnel.

## **9. OTHER REQUIREMENTS**

- 9.1 All reports and materials developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of Taney County. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential, and that no reports or material prepared, as required by the contract, shall be released to the public without prior written consent of Taney County.
- 9.2 Unless otherwise specified herein, the Contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the service required herein.
- 9.3 The Contractor shall fully coordinate all activities in the performance of the contract with those of Taney County. As the work of the Contractor progresses, advice and information on matters covered by the Contractor shall be made available by the Contractor to Taney County throughout the effective period of the contract.

### **9.4 Other Contractual Requirements:**

#### **9.4.1 Subcontractors:**

If approved by Taney County, in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the County and to ensure that the County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

9.4.2 **Contractor Status:**

The contractor represent himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the state of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the state of Missouri, its officers, agents, and employees from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

9.4.3 **Coordination:**

The contractor shall fully coordinate all contract activities with those activities of the County. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the County. The County's representative will visit the site at intervals appropriately to the stage of construction to become and remain familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract. However, the County's representative will not be required to make exhaustive or continuous on-site inspections to check the work.

9.4.4 **Property of State:**

All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the County. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

9.4.5 **Substitution of Personnel:**

The contractor agrees and understands that the County's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the County. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The County agrees that an approval of a substitution will not be unreasonably withheld.



## 10. BASIS OF PAYMENT

- 10.1 The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page.
- 10.2 Such payment shall be full compensation for services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the services required herein, as well as profit and overhead.
- 10.3 The Contractor shall not be entitled to any other payments or reimbursements.
- 10.4 The Contractor and their subcontractors shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities, and similar benefits, which may now or hereafter be imposed by law or collective bargaining agreements with respect to persons employed by the Contractor and their subcontractors for performance of the work under this Agreement.
- 10.5 The acceptance by the Contractor of final payment shall be and shall operate as a release to Taney County of all claims and liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of Taney County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract or the performance of the work completed.

## 11. COMPLIANCE WITH LAWS

- 11.1 The Contractor shall complete such action as is required to become fully informed of all State and National laws and County ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Contractor shall at all times observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and the Contractor shall further protect and indemnify Taney County and its officers and agents, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees.
- 11.2 Prevailing Wage  
Federal prevailing wage laws **DO NOT APPLY**.

State prevailing wage laws **DO NOT APPLY** so long as the demolition of the properties is NOT considered site preparation for future construction. **Because the buyout program by definition precludes future development of the site, demolition of the structures is simply land clearance, not site preparation.**

## **12 PROPOSAL SUBMISSION INFORMATION**

- 12.1 Proposals must be price, signed, sealed and returned (with all necessary attachments) to Taney County of by the proposal receipt date and time specified.
- 12.2 Any award of a contract resulting from the RFB will be made only by written authorization from Taney County.
- 12.3 The bidder must provide prices for all requirements as set forth on the Pricing Page of the Invitation for Bid (Exhibit A), which must be completed, signed and returned.

### **12.4 Experience and Reliability:**

- 12.4.1 Experience and reliability of the bidder's organization is considered in the evaluation process. Therefore, the bidder is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFB.
- 12.4.2 The bidder should provide the following information related to previous and current contracts, which are considered identical or similar to the requirements of the RFB.
- Name, address and telephone numbers of contracting agency and a contact person who may be contacted for verification of all data submitted.
  - Dates of the contract
  - A brief, written description of the specific prior services performed and requirements thereof.
  - The capacity and capability of the Contractor to perform the work in question within the time frames required, including list of equipment and any subcontractors.

### **12.5 Evaluation Process:**

The award of contract resulting from the RFB shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

- Cost
- Specialized Experience
- Capacity and Capability to meet deadline and applicable laws
- Past Record of Performance
- Proximity and Familiarity

**13. Bid Pricing** (see page 19)

**14. Bid Bond** (see page 20)

**15. Prior Experience** (see pages 21-23)

### Bid Pricing Page

All bids must be specified or equal. Any deviation from specifications must be clearly stated and fully described. Bidder must complete, sign and return this document with the proposal.

Bidder must include an updated **W-9** form completed with your company information and signature.

County standard payment terms are Net 30 after receipt of invoice, no exceptions.

<b>Property Address (all: Hollister, Mo. 65672)</b>	<b>Property Address (all: Hollister, Mo. 65672)</b>
166 Foggy River Road	429 Foggy River Road
196 Foggy River Road	515 Foggy River Road
302 Foggy River Road	125 Misty Mountain Road
318 Foggy River Road	229 Afton Lane
334 Foggy River Road	
Total Cost for All Nine Properties:	\$

Name of Company: \_\_\_\_\_

Agent and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_,  
\_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety,  
are hereby held and firmly bound unto \_\_\_\_\_ as  
owner in the penal sum of \_\_\_\_\_ for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

The condition of the above obligation is such that whereas the Principal has submitted to Taney  
County a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in  
writing, for the demolition and land clearance for nine residential structures.

NOW, THEREFORE,

If said Bid shall be rejected, or in the alternate,

If said Bid shall be accepted and the Principal shall execute and deliver a  
contract in the Form of Contract attached hereto (properly completed in  
accordance with said Bid) and shall furnish a bond for his faithful  
performance of said contract, and for the payment of all persons  
performing labor or furnishing materials in connection therewith, shall in  
all other respects perform the agreement created by the acceptance of  
said Bid, then this obligation shall be void, otherwise the same shall  
remain in force and effect; it being expressly understood and agreed that  
the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety  
and its bond shall be in no way impaired or affected by the extension of the time within which  
the Owner may accept such Bid; and said Surety does hereby waive notice of any such  
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,  
and such of them as are corporations have caused their corporate seals to be hereto affixed  
and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

SEAL

\_\_\_\_\_  
By: \_\_\_\_\_

### Bidder's Prior Experience

Prior Services Performed For:

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Address:

---

City:

---

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person Familiar with Performance: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Prior Services Performed: \_\_\_\_\_

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Contract Periods:

From: \_\_\_\_\_ To: \_\_\_\_\_

Summary of Services Performed: \_\_\_\_\_

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### Bidder's Prior Experience

Prior Services Performed For:

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Address:

---

City:

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State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person Familiar with Performance: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Prior Services Performed: \_\_\_\_\_

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Contract Periods:

From: \_\_\_\_\_ To: \_\_\_\_\_

Summary of Services Performed: \_\_\_\_\_

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### Bidder's Prior Experience

Prior Services Performed For:

---

Address:

---

City:

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State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person Familiar with Performance: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Prior Services Performed: \_\_\_\_\_

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Contract Periods:

From: \_\_\_\_\_ To: \_\_\_\_\_

Summary of Services Performed: \_\_\_\_\_

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## 16. **STANDARD TERMS AND CONDITIONS**

- 16.1 Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Taney County Department identified in this Request for Bid.
- 16.2 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.
- 16.3 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**.
- 16.4 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.
- 16.5 **Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.**
- 16.6 The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the bid.
- 16.7 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.
- 16.8 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.
- 16.9 Failure to deliver as guaranteed may disqualify Bidder from **future** bidding.
- 16.10 Prices must be as stated in units of quantity specified, and must be firm.
- 16.11 No bid transmitted by fax machine or e-mail will be accepted.
- 16.12 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.
- 16.13 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.)



- 16.14 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.
- 16.15 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 16.16 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.

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## **17. NO BID RESPONSE FORM**

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

*Thank you...*

### **RFB# 201407-269 Demolition & Land Clearance - 9 FEMA Flood Buyout Properties**

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

***(Below NOTICE is scheduled to be published in the Branson Tri-Lakes News on July 12, 19, 26, 2014... Also to be published in the Taney County Times on July 16, 23, 2014)***

### **NOTICE OF REQUEST FOR BID**

The Taney County Purchasing Department is seeking sealed Bids for “**DEMOLITION SERVICES**”. The Bid closing date and time is **2:00 PM on Monday August 11, 2014**. Bids will be opened publicly on **Tuesday August 12, 2014 at 10:00 AM** and read aloud at the Taney County Courthouse - Commission Hearing Room in Forsyth, MO 65653. This request relates to the FEMA Flood Buyout program in response to the spring of 2011 Taney County flood. This project is funded with federal and state hazard mitigation funds.

This bid consists of demolition of the following nine properties:

- |                            |                         |
|----------------------------|-------------------------|
| 1. 229 Afton Lane          | 6. 166 Foggy River Road |
| 2. 334 Foggy River Road    | 7. 318 Foggy River Road |
| 3. 515 Foggy River Road    | 8. 196 Foggy River Road |
| 4. 125 Misty Mountain Road | 9. 302 Foggy River Road |
| 5. 429 Foggy River Road    |                         |

The demolition firm must be familiar, in proximity, with the project and must be able to complete the required task in a timely manner. Demolition and disposal of the required buyout properties must include the following:

1. Demolition and clearance of entire residential buildings and debris.
2. Insurance and bond required.

**A mandatory pre-bid meeting will be held at The Keeter Center, College of the Ozarks, 1 Opportunity Avenue, Point Lookout, MO, 65726, at 9:00 AM on August 1, 2014. Attendance at this meeting is required in order to submit a bid.**

Bid specifications may be obtained through the Purchasing Dept by email to rone@co.taney.mo.us, or on the county website at www.taneycounty.org.

Bids **must** be clearly marked with the appropriate **Bid Number 201407-269** 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.

Taney County reserves the right to reject any or all bids. Taney County is an Equal Opportunity Employer and encourages MBE, WBE, DBE, and all qualified contractors to submit a bid. For more information contact Bob Atchley, Planning Administrator, at 417-546-7225 or 207 David Street, Forsyth, MO, 65653.

Done by the order of the Taney County Commission.

Ron Erickson,  
Director of Purchasing  
Taney County  
Purchasing Dept.



**Taney County, Missouri**  
**RFB# 201407-269 Demolition Flood Buyout**  
**Addendum #1**  
**August 7, 2014**

This addendum is issued in accordance with Section #3, on page #6 – “Guidelines for Written Questions”, indicated within the Request for Bid. The following information is hereby incorporated into and made a part of the RFB Documents. Bidders are reminded that receipt of this addendum **shall** be acknowledged by email *or* submitted with Bidder's *Response Page*.

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

Due to certain issues which just came up today, combined with a scheduling conflict next week, we are extending this RFB to close on; **Monday August 18 at 2:00 PM.** All responses received by then will open the next day; **Tuesday August 19, 2014 at 10:00 AM** in the Taney County Commission Hearing Room as originally designated. Thus we are moving the entire process out one full week.

In conjunction with this step please plan to watch for the next addendum – early next week - with a few significant details addressing key points of interest currently being resolved. All participating Vendors will have time to review that information and amend their formal responses as they may see fit to do.

This addendum may *also* be acknowledged via email.

Thank you.

**By,**



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

BIDDER has examined this Addendum #1 to **RFB# 201407-269**, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**Taney County, Missouri**  
**RFB# 201407-269 Demolition Flood Buyout**  
**Addendum #2**  
**August 12, 2014**

This addendum is issued in accordance with Section #3, on page #6 – “Guidelines for Written Questions”, indicated within the Request for Bid. The following information is hereby incorporated into and made a part of the RFB Documents. Bidders are reminded that receipt of this addendum **shall** be acknowledged by email *or* submitted with Bidder’s *Response Page*.

**6.3 Concrete pads / slabs, brick, block and rock:**

Concrete pads, slabs, driveways, brick, block and rock shall be removed and transported to either a Missouri Department of Natural Resources approved landfill or shall be removed and transported to a specific property, in close proximity to Acacia Club Road, owned by the College of Ozarks. The aforementioned materials may also be disposed of onsite, if buried with 3’ of minimum cover of CLEAN fill. The materials in question will **not** be accepted by the Taney County Transfer Station.

Section 6.3 as enumerated above is to replace and supersede the original Section 6.3 as found on page 11 of RFB # 201407-269.

This addendum may *also* be acknowledged via email.

Thank you.

**By,**



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

BIDDER has examined this Addendum #2 to **RFB# 201407-269**, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_