



REQUEST FOR BID No. 201508-313

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

Bid Data

Bid Number: **201508-313**

Commodity Title: **Mechanic Services-County Vehicles Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

(See section #5 on page #10 for details on submitting questions.)

Bid Submission Address and Deadline

Day / Date: Tuesday September 15, 2015
Time: 2:00 P.M. C.D.T. (No late Bids will be accepted)
Location / Mail Address: Taney County Purchasing Department
132 David St. (Physical) / P. O. Box 1630 (Mailing)
Forsyth, Mo. 65653
Directions: The Purchasing office is located on the second floor of the old courthouse building in downtown Forsyth, between the Commission Offices and the Recorder of Deeds Offices.

Bid Opening

Day / Date: Wednesday September 16, 2015
Time: 10:00 A.M. C.D.T.
Location / Address: Taney County Commission Hearing Room
132 David Street
Forsyth, Mo. 65653

Bid Contents

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- 1.0: Introduction and General Conditions of Bidding
 - 2.0: Primary Specifications
 - 3.0: Response Presentation and Review
 - 4.0: Response Form
 - Exhibit A Prior Experience

Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Certification
Standard Terms and Conditions
"No Bid Response" Form

1. Introduction and General Conditions of Bidding

- 1.1. INVITATION - The County of Taney, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. DEFINITIONS
- 1.2.1. County - This term refers to the County of Taney, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. Response - The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION - Questions regarding this Bid must be directed by e-mail per the instructions in section #5 on Page #10. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum via email. Bidders should check for any addenda one week in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.taneycounty.org
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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.

- 1.5. CONTRACT EXECUTION - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. Precedence - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. CONTRACT PERIOD – Any Term and Supply Contract resulting from this Bid will have an initial term of one year and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 1.7. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
2. Primary Specifications
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- 2.1. ITEMS TO BE PROVIDED - Taney County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform ongoing, as needed *Mechanic Services, Maintenance, and Repair* for all Taney County vehicles. This contract is expected to include heavy equipment, *and* certain other unexpected county vehicle needs. However, no exclusivity is intended by this process.
 - 2.1.1. All requests for service shall be made on an "as needed basis." The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary. No exclusivity by this action.
 - 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Taney County.
 - 2.4. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.6. REPAIR LOCATIONS – Taney County Sheriff's Dept. 266 Main St. Forsyth, Mo. 65653, County Road & Bridge Facilities, and other various locations within Taney County – Missouri.
 - 2.7. GENERAL CONDITIONS
 - 2.7.1. Background Information: The maintenance and repair of county vehicles is currently performed at county facilities as well as private repair shops within Taney County. This *Request for Bid* is intended to secure the services of an experienced Contractor to provide repair service as requested by Taney County Departments on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Taney County mechanics are not available or the work is such that additional mechanics are required. This bid includes an hourly charge for service provided at the maintenance garage facility and a mileage charge that will be paid in addition to the hourly mechanic charge for service calls provided to various equipment located within the County.

- 2.7.2. Major Repairs: Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.
- 2.7.3. Repair Limitations: Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
 - 2.7.3.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
 - 2.7.3.2. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. Use of Contract: The resulting contract from this bid is for Taney County's use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.
- 2.7.5. Sub-Contractors: Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same insurance coverage as the Contractor.
- 2.7.6. Contractor Qualifications and Experience: Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided mechanic repair service within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification. *Exhibit A – Prior Experience* may be used to list references.
 - 2.7.6.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 2.7.6.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7. Invoices: The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
 1. Name of the County location where equipment repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.7.1. Invoices must be submitted to the correct Taney County department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice.
- 2.7.8. County Representative(s): Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
 - 2.8.1. Work Hours: Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
 - 2.8.2. All County calls for service must be returned within two (2) hours of initial telephone call.
 - 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. For non-emergency call-out, the Contractor should be on site to perform repairs within 48 hours after being contacted. Contractor shall contact the Taney County Authorized Representative upon arrival at the job site. For emergency call-out, the contractor shall verbally respond to requests for emergency services within two hours and be on site to perform repairs within four hours after being contacted. Contractor shall contact the Taney County Authorized Representative upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hour, seven day a week basis if deemed necessary by the Taney County Authorized Representative.
 - 2.8.4. Emergency Repairs: The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
 - 2.8.5. Road Calls: The Contractor shall provide emergency road service calls for the County's heavy equipment and dump truck fleet. The Contractor shall have persons on call to expeditiously handle equipment and truck breakdowns as well as any/all other regular county vehicles.
 - 2.8.6. Workmanship: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
 - 2.8.7. Cleaning: The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Taney County Authorized Representative shall be consulted.
 - 2.8.8. Property Damage: Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
 - 2.8.9. Repair/Warranties: The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County.

Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

- 2.8.10. Materials/Parts: All materials/parts provided by Contractor shall be new materials of high quality that shall give long life and reliable operation.
- 2.8.11. Replacement Parts: Replacement parts furnished must be of the same manufacturer or an equal product.
 - 2.8.11.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.12. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.8.13. Repair work shall be performed at the Taney County site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Public Works Authorized Representative will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.14. Reports: Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. 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, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.9.1. 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, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
 - 2.9.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.9.3. The Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.4. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.9.5. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of services), of anyone directly/indirectly employed by contractor or subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Taney from its own negligence.
- 2.11. SALES/USE TAX EXEMPTION – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Taney County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Taney County and contain the project number assigned by Taney County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. SPECIAL CONDITIONS AND REQUIREMENTS
- 2.12.1. County Authorized Representative for ROAD & BRIDGE Vehicle Questions is; Randy Haes, Taney County Road & Bridge Interim Administrator, 417-546-7268 / randyh@co.taney.mo.us Questions on all other vehicles MUST be directed to that specific department representative.

- 2.12.2. 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. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.
- 2.12.3. The County of Taney reserves the right to accept or reject any and all bids when it is in the best interest of the County to do so.
- 2.12.4. Pricing: Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

3. Response Presentation and Review

- 3.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. SUBMITTAL OF RESPONSES - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier. There is no mail delivery at the courthouse. Bidders will take great risks of their Bid not arriving in time when electing to use the United States Postal Service. At times the Post Office FAILS to leave a "pick up slip" in the correct PO Box alerting us that they are holding a package requiring our signature. If a Bidder must use USPS it is best NOT to require a signature on our end, simply make sure to mail it only to P.O. Box 1630. It is the Bidder's responsibility, not the county, nor the Post Office, to ensure their Bids are delivered in time to Purchasing. Other delivery services require our physical address of 132 David St. Forsyth, Missouri 65653
 - 3.2.1. Submittal Package – Submit to the location specified on the title page three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time. Please indicate "COPY" vs. "ORIGINAL".
 - 3.2.2. Advice of Award - Bid Tabulations as well as Award status can be viewed at www.taneycounty.org.
- 3.3. BID OPENING - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.4. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. Rejection or Correction of Responses - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are 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.
- 3.5. EVALUATION PROCESS - Our 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 or weighted point score 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.
 - 3.5.1. Method of Evaluation - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. Acceptability - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
 - 3.5.4. Endurance of Pricing - Pricing must be held until contract execution or 60 days, whichever comes first.

4. *Response Form*

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

- 4.6.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____

4.7. Mechanic Repair Work: We propose to furnish the repair service for the County of Taney at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1. Our bid is for the following:

- _____ Passenger Car & Pickup Trucks Service Only.
 _____ Large Truck & Heavy Equipment Repair Service Only.
 _____ All of the Above.

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	_____ %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	_____ %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	_____ %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: _____ (Manual shall be provided by Contractor at time of award).	\$ _____/hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ _____/hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ _____/hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ _____/hour
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Taney County Courthouse (P.1) to equipment location.	\$ _____/mile

4.8.	Emergency Twenty-Four Hour Service Contact:
4.8.1.	Name: _____ Telephone Number: _____
4.9.	Holidays: Contractor shall list the holidays observed by their company: _____

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. _____ % 2nd Year

4.10.2. _____ % 3rd Year

4.10.3. _____ % 4th Year

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.11.1. Today's Date: _____

4.12.1. Authorized Representative (Sign By Hand):

4.12.2. Type or Print Signed Name:

5. Question Submittal Process

5.1. All questions shall be submitted prior to the Bid opening and no later than 2:00 P.M. Tuesday September 8, 2015. Questions must be emailed to; rone@co.taney.mo.us

5.2. All questions will be answered in written addendum form and emailed 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. Addendum email will be sent as close as possible to the day following the deadline listed in item 5 above. Same addendum will also be posted on the Taney County website.

EXHIBIT A

PRIOR EXPERIENCE

Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

COUNTY OF TANEY - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

_____ Date
Affiant

Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS:	
1	Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the 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 – in same order as received, 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	The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the bid.
6	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.
7	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.
8	Failure to deliver as guaranteed may disqualify Bidder from future bidding.
9	Prices must be as stated in units of quantity specified, and must be firm.
10	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.
11	In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
12	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.

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...

Mechanic Services-County Vehicles Term & Supply Bid #201508-313

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

PURCHASE / SERVICE AGREEMENT
for
Mechanic Services-County Vehicles (Term & Supply)

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri through the Taney County Commission, herein "County" and: _____, herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. *Contract Documents* - This agreement shall consist of this Agreement for **Mechanic Services** via County of Taney Request for Bid number: **201508-313**, Introduction and General Conditions of Bidding, Basic Requirements and Factors, Primary Specifications, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's Bid response dated: _____ and executed by: _____, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with Bid response may be permanently maintained in the County Purchasing Office Bid file for this Bid if not attached. In the event of conflict between any of the foregoing documents, this Agreement, the Introduction and General Conditions of Bidding, Basic Requirements and Factors, Primary Specifications Response, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, shall prevail and control over the Contractor's Bid response. Right below is a copy of the table with items covered within this agreement, taken from the Bid, with the Bid pricing as submitted by "Contractor".

DESCRIPTION	UNIT PRICE
Material/Parts (Total Cost plus %) \$0-\$749	_____ %
Material/Parts (Total Cost plus %) \$750-\$4,499	_____ %
Material/Parts (Total Cost plus %) \$4,500 and up	_____ %
State Your Standard Mechanic Labor Rate Per Hour; <i>Name of Flat Rate Manual Used for Costing Services: _____ (Manual shall be provided by Contractor at time of award).</i>	\$ _____ /hour
Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ _____ /hour
Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ _____ /hour
Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ _____ /hour
Service Mileage Charge for county-wide repair calls. <i>(Mileage calculated from the Taney County Courthouse to equipment location.)</i>	\$ _____ /mile

2. *Contract Duration* - This agreement shall commence on _____ and extend through _____ subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for _____ subject to the pricing clauses in the contractor's RFB response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-Bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. *Term & Supply Service* - The County agrees to Term & Supply Service from the Contractor and the Contractor agrees to supply the County all items per the Bid specifications as responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's Bid response, as needed and as ordered by Taney County. _____ shall act as the primary supplier and shall furnish: Mechanic Services for the County. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement which includes all items as listed within the Bid Response.

4. *Billing and Payment* - All billing shall be invoiced accordingly with specific department information and include Bid number: **201508-313** for reference. Billings may only include the prices listed in the Contractor's Bid response.

No additional fees or extra services not included in the Bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's Bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its Bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other Bid or Bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Taney County Commission delivery of products are delayed or products delivered are not in conformity with Bid specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

“Contractor” DBA: _____

Taney County Missouri
By: Taney County Commission

Authorized Person (PRINT)

Mike Scofield, Presiding Commissioner

Signature

Attest;

Address _____

Donna Neeley, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Signature Date Appropriation Account



**Taney County, Missouri – ADDENDUM #1
RFB# 201508-313 Mechanic Services Term & Supply**

August 20, 2015

This addendum is issued in accordance with section #5, “Question Submittal Process”, indicated within the Request for Bid as indicated above, and actually is being sent out well before the usual deadline in order to alert potential Vendors as early as possible to these recently identified/needed changes. The following information is hereby incorporated into and made a part of the RFB Documents. Receipt of this addendum may be acknowledged by email or submitted with Bidder’s full response.

Specifications for this 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.

This office has received the following questions, answers supplied below in RED. This may not be the only addendum for this Bid.

1.) Can the proposer utilize your existing repair facilities? **ANSWER: No. The intention of the Bid is to establish solutions to existing situations / issues including limited availability at our “existing repair facilities” currently.**

2.) Can you provide a fleet listing with Make/Model/Serial Numbers and mileages? **ANSWER: No. The “man hours” required to create such a list would not be offset by the need/purpose to have it. This Bid, as mentioned above is to establish solutions, “to perform ongoing, as needed *Mechanic Services, Maintenance, and Repair* for all Taney County vehicles.”, as indicated in the RFB. All vehicles means just that so having a list that would be accurate for 22 departments would not be feasible.**

UPDATE: To clarify this RFB is targeted at sources which will offer expeditious and convenient remedies that include minimum loss to Taney County of time and expense. As such we are adding the following requirements to the Bid;

1. Responding Vendors must be operating an automotive-type repair business within a 50 mile radius limit to Forsyth, Missouri 65653.
2. Responding Vendors must be able to offer repair facilities, at their business, located within that above 50 mile radius limit range. *Normal road or emergency repair services, as detailed throughout the RFB, for onsite breakdown repairs, remains applicable and unchanged by this requirement. (Item numbers; 2.7.1, 2.8.5, 4.7.2.8, and as elsewhere indicated.)*

Taney County, Missouri – ADDENDUM #1
RFB# 201508-313 Mechanic Services Term & Supply

BIDDER has examined a copy of this Addendum #1 to, **RFB# 201508-313**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Signature: _____ Date: _____

Authorized Printed Name: _____

Once again a completed and signed copy of this receipt of this addendum may be acknowledged by email or submitted with Bidder's full response.

Thank you.

By,



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

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