

REQUEST FOR BID # 201701-357 EXTENDED CAB PICKUP TRUCKS – ROAD & BRIDGE

BID SCHEDULE & DEADLINES:

January 14 – February 14, 2017

February 6, 2017 at 2:00 P.M.

February 14, 2017 at 2:00 P.M.

February 15, 2017at 9:45 A.M.

Bid Release Date / Advertising Period.

Deadline for Submitting Questions.

Closing Date / Time.

Opening Date / Time.

Responding Vendor / Comp	any Name	City / State
TOTAL BID PRICE EACH	<u>.</u>	(Bid price here is required.)
MAKE:	_, MODEL:	, YEAR:
Attn: Ron Erickson, Directo Phone: 417-546-7281 / FAX: 417-5 rone@co.taney.mo.us		

Bidder's Initials:_

			_
SECTION #		TABLE OF CONTENTS	Page #
Cover Sh		eet: Bid Dates, Purchasing Director Info., and BID PRICE.	Page 1
	Table of (Contents, Commodity Title, Locations, Vendor Form.	Page 2
1	Bidding F	Process Information and Bid Response Tips	Page 3
2	Instructio	ns and General Conditions.	Pages 4-5
3	Guideline	s for Written Questions, Answers, (Addenda), Etc.	Page 5
4	Basic Re	quirements / Factors.	Page 6
5	Scope of	Services.	Page 7
6	Specifica	tions	Pages 7-8
7	Bidder Di	rectives.	Page 8
8	Total Pric	e Inclusions and Tax Exemption.	Pages 8-9
9 Standard		Terms and Conditions.	Page 9
10	No Bid R	esponse Form.	Page 10
	Sample A	greement	Pages 11-12
Commodity Title:		EXTENDED CAB PICKUP TRUCKS (3) – ROAD & BRIDGE PLEASE MARK YOUR ENVELOPE <u>"SEALED BID #201701-3</u> RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.	
		<i>Bid Submission</i> Taney County Purchasing Department (Second Floor) P. O. Box 1630 (<i>PO Box <u>MUST</u> be used for normal mail.</i>)	

132 David St. (Physical Address <u>MUST</u> be used for package delivery.) Forsyth, MO, 65653

Location / Address:	<i>Bid Opening</i> Taney County Commission Hearing Room (Old Courthouse) 132 David Street Forsyth, Mo. 65653

The undersigned certifies their 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." Type or print 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 (Corpor Partnership)	ration, LLC, Sole Proprietor,	

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 listed in 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.

As a courtesy the below "BID RESPONSE TIPS" Table is offered to assist Bidders. Feel free to use it as a checklist and information source to help create a more accurate response which is more compliant than it might otherwise turn out. Use a checkmark (\checkmark) in the correct box as it applies to ensure everything is covered...

A = Acknowledged below item with intent to comply/agree with as it may/may not apply. N = Not applicable.

ITEM #	BID RESPONSE TIPS (Suggestions & Requirements.)	Α	Ν
	Read ALL Bid documents closely - immediately upon receipt.		
1.2	Note any/all special dates or requirements.		
1.3	See Items 3.1 & 3.2 for the process to submit questions.		
1.4	Handwritten responses must be clearly legible – in ink.		
1.5	Un-readable responses will be rejected.		
1.6	Three (3) copies of Bid are required. Please indicate copies versus original.		
1.7	Turn your Bid in as soon as possible.		
1.8	Deadline dates and times are strictly adhered to.		
1.9	The County cannot, and will not, accept any late Bids.		
	No fax or electronic transmitted Bids will be accepted.		
	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 - always acting in the best interest of Taney County.		
	When a Bid, or project, includes pre-bid meetings or on site visits, Bidder attendance and compliance with signup sheets, etc., is mandatory.		
	Pay close attention to the terms must, will, shall, should or may.		
1.14	Include a current/signed W-9 form with your company information. Having this up front benefits any awarded Vendor by greatly expediting our payment process. Taney County Accounts Payable Department must have this form before they can process payment.		
1.15	Include, if applicable, current prevailing wage considerations with your Bid.		
1.16	Remember to sign the Bid sheet as this is mandatory.		
	For areas, questions, and requirements that do not always apply - "N/A" may be an option. (See Item 4.3)		

The following sections; 2, 3, and 4 include instructions, conditions, guidelines, requirements and other key factors that must be understood. Using the checkmark system here will assist Vendors in participating correctly and limit the possibility of their response being disqualified due to a technicality. Use a checkmark (\checkmark) to acknowledge each of the following items. We have found this method improves communications, limits the need for questions and thus addendum, and helps to avoid other areas of confusion.

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	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 two.	
2.3	USPS Warning: There is no mail delivery service at the courthouse. When sending packages Bidders risk their response not arriving in time by way of the United States Postal	
	Service. The Post Office may fail to leave a "pick up slip" in the correct county P.O. Box	
	alerting us that they are holding a package requiring our signature. If a Bidder must use	
	U.S.P.S. do not require a signature on our end, simply make sure to mail it only to our P.O.	
	address. Other delivery services require our physical address. Both addresses are clearly	
	listed on page #2. U.S.P.S. ONLY recognizes our PO address. It is the Bidder's	
1	responsibility, not the county, nor the Post Office, to ensure Bids are delivered in time to the	
1	Purchasing Department.	
2.4	Late Packages: The County will not accept any Bids received after the listed closing	
	date/time. Late Bids are "NON-RESPONSIVE". They will not be 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 / Timeline: Recommendation for award will be made formally to the Taney County	
	Commission as soon as possible after a complete review. 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. Once a bid response is	
	opened, accepted, it can only be withdrawn by order / approval of the Taney County	
	Commission.	
2.8	Sealed & Marked: Bids must be submitted in a sealed envelope identified with the Bid	
1	number and dates of closing & opening. List the Bid number on the outside of the box or	
1	envelope and note "Response to Request for Bid enclosed" with a return name & address.	
1	No fax or electronic transmitted Bids will be accepted. Make sure your package indicates	
	"BID", with the BID NUMBER - on the final outside surface of your package.	
	No Bid: If you do not want to submit a Bid, please return the No Bid Response Form on page	
	#10 of this package, and note your reason. (Optional).	
2.10	Bidder Expenses: This County is not responsible for any expenses which Bidders may incur	
	in estimating, inspecting, nor preparing information to respond to this RFB.	
2.11	Presentations: The County reserves the right to conduct personal interviews or require	
1	presentations of any or all proposers prior to selection. The County will not be liable for any	
1	costs incurred by the Bidder in connection with such interviews or presentations (i.e. travel	
	accommodations, etc.)	

2.	INSTRUCTIONS AND GENERAL CONDITIONS: (Continued)	()
	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. Submitted bid pricing within any Request For Bid, once opened, CANNOT be	
	changed for any reason. Any such changes, by law, will disqualify that full response.	
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: Taney County standard payment terms are Net 30 after receipt of an	
	invoice. We can not, and will not, agree to any other payment terms. Once products, or	
	services, are 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 items within	
	sections 2, 3, 4 may result in said Bid response being determined non-responsive.	
2.18	Direct Email Address: An email address MUST be provided in order to receive award	
	results. (Not simply a website.) We do not use USPS for results only email. Final award	
	results will be emailed to all responding Vendors. Results will also be posted on our	
	website at: www.taneycounty.org. Please do not call for results.	
3.	GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC	(✓)
3.1	All questions must be submitted prior to the Bid opening and no later than 2:00 P.M.	
0.0	Monday February 6, 2017. Questions are to be emailed to; rone@co.taney.mo.us	
3.2	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 3.1 above. Same	
2.2	addendum will also be posted on the Taney County website.	
3.3	Any/all addenda will be attached at the end of the posted Bid. An indication, in red, will	
21	alert visitors to our website as to the presence of any addenda.	├───┤
5.4	Aside from routine questions if it becomes necessary to revise any part of this RFB,	
	written addendum will be issued to address that need. Any addendum to this RFB is	
35	valid only if in writing and issued by the Taney County Purchasing Department.	<u> </u>
5.5	Sunshine Laws: Per applicable laws and regulations concerning public documents, all Rid responses will be considered public information as seen as they are enough and	
	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	Agreement: The entire contents of received Bid response documents submitted by the	
	successful Bidder to this RFB shall include <u>all</u> Bid documents and will become a part of	
	any contract award as a result of this solicitation. These signed Bid Documents will be	
	binding. Bidder shall initial all pages where the document denotes "Bidder's Initials:"	
	at the bottom of each page after completing each section. Any bids not complying with	
	this condition may be considered non-responsive and rejected. The Awarded Vendor, of	
	this RFB, will follow up with a written agreement sample, working with our Legal	
	Services Department, and oversee completion of that process to the mutual satisfaction	
	of all parties in harmony with this signed response. A standard sample agreement	
12	currently being used by Taney County, in most cases, is attached here as a reference.	
4.5	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 should be answered. If not applicable, the section should contain "N/A."	
4.4	Advice of Award: The County's Bids, Bid Tabulations, and Bid Award information may	
	be viewed on our website at <u>www.taneycounty.org.</u> (Purchasing Department Page.)	
4.5	Response Clarification: The County reserves the right to request additional written or	
	oral information from Bidders in order to obtain clarification of their Responses.	
4.6	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 best	
	interest of Taney County.	
4.7	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.	
4.8	Acceptability: The County reserves the sole right to determine whether goods and/or	
	services offered are acceptable for County use.	

For Sections 5, 6, 7, 8, and 9 use the below "KEY" to check (\checkmark) off the appropriate box. The total number of exceptions will be included in combination with total bid price for comparison purposes toward award recommendation. Make sure to explain all exceptions.

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

D = Do not / cannot comply with item.

E = Exception taken to item. (A full explanation should be provided for any/all exceptions.)

The Taney County Purchasing Department will accept Bids for three (3) EXTENDED CAB ¾ TON 4X4 pickup trucks, to be purchased per the specifications as listed throughout this bid.

5.	SCOPE OF SERVICES	С	D	Ε
	All brand new makes and models, of either a 2017 or 2018 model year, are eligible.			
5.2.	Vehicles offered must meet the majority of specifications listed throughout these bid			
	documents in order to be considered.			
5.3.	Vehicle offered must be listed on page #1 of this formal document.			
	Only one like vehicle type / make / model per bid. (Here we are asking for 3 of each.)			
	Total submitted bid pricing, each, MUST be entered on the designated line on the			
	front page of this formal document. (Page #1.)			
	Failure to indicate a total price each on page #1 WILL disqualify participation.			
5.7.	All of the below specs/details/requirements are assigned specific numbers to be			
	used if/when questions might become necessary.			
5.8.	Submitted Bid Pricing <u>should</u> remain available for the purchase of any additional like			
	vehicles should the county identify the need for more during the remainder of 2017.			
5.9.	Submitted Bid Pricing MUST include delivery to the;			
	Taney County Courthouse 132 David St. Forsyth, Missouri 65653.			
5.10.	Please contact the following "Department Point of Contact" for questions concerning			
	actual required specifications, or any other technical questions:			
	Randy Haes, Interim Administrator, Taney County Road & Bridge			
	417-546-7268 (off) / 417-546-7924 (cell) randyh@co.taney.mo.us			
6.	SPECIFICATIONS: EXTENDED CAB ³ / ₄ TON 4x4 PICKUP TRUCKS. (3)	С	D	Ε
	6.2 Liter, V8 engine; Flex Fuel			
	142" Wheelbase			
	232.4" Overall Length			
	Automatic 6 Speed Transmission			
	8.2" Ground Clearance			
	3.73 Rear Axle Ratio			
6.7	Standard 2 speed Transfer Case			
	Auto Locking Hubs			
6.9	Short Bed; 6'5"			
	Super Cab			
	4-Wheel ABS, Brakes			
	10,000 lbs GVWR			
	Power Steering			
	LT245/75R17E All Season Tires + full spare			
6.15	Manufacturer's Standard Heating and Air Conditioning			

6.	SPECIFICATIONS (Continued)	С	D	Ε
6.16	Bluetooth Capability			
6.17	Dual Frontal and Side Impact Air Bags			
6.18	Painted Rear Bumper			
6.19	Manufacturer's Standard AM/FM Radio			
6.20	Cloth 40/20/40 Front & Rear Bench Type Seat			
6.21	Two (2) Sets of Keys			
6.22	Speed Control and Tilt Wheel			
6.23	Vinyl Floor Covering			
6.24	Grab Handle			
6.25	Towing Package			
6.26	2-12 V Powerpoints			
6.27	Cup Holder			
6.28	Manual Windows & Locks			
6.29	Sun Visors			
6.30	Rearview Mirror			
6.31	Armrest			
6.32	Dome Lamp			
6.33	Coat Hooks			
6.34	Belt Minder			
6.35	Tire Pressure Monitor			
6.36	Roll Stability Control			
6.37	Trailer Sway Control			
6.38	Hill Start Assist			
6.39	Exterior Color: Oxford White			
6.40	Interior Color: Gray			
6.41	Fuel Tank Size: 35 gallons			
6.42	Daytime Running Lamps			
6.43	Trailer Brake Controller, Factory			
6.44	WARRANTY: 3 year (36,000 miles) bumper to bumper; 5 year (60,000 miles) on			
	the power train. (MUST be included in total bid price.)			
7.	BIDDER DIRECTIVES:	С	D	Е
7.1	The County shall have a minimum of 90 calendar days from the date of the opening	-		
	to accept bidder's offer.			
7.2	Standard payment terms are Net 30 after receipt of invoice, no exceptions.			
7.3	Response time/delivery: (After Receipt of Order.)			
7.4	Key personnel (If applicable.)			
7.5	Include an updated W-9 form completed with your company information and			
	signature.			
8.	TOTAL PRICE INCLUSIONS, TAX EXEMPTION:	С	D	Ε
8.1	Shipping, Handling, and Delivery Fees – all MUST be included in total Bid Price.	-		
8.2	Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as law			
	exempts the County from them.			
8.3	Whatever other miscellaneous fees there may be.			
			1	ı

8.4	Optional: During the course of the contract, the using department may need to order			
	items not specifically listed within this RFB. State below, any discounts for such			
	purposes, from your listed prices. % Discount off list price.			
9.	STANDARD TERMS AND CONDITIONS:	С	D	Е
9.1	Responses shall include all charges for packing, delivery, installation, etc., (unless			
	otherwise specified) to the County Department identified in this Request for Bid.			
9.2	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			
9.3	best interest of the County.			
5.5	Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid fully completed – in same order			
	as received, give the unit price, extended totals, and sign the bid.			
9.4	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.			
9.5	The delivery date shall be stated in definite terms, unless otherwise indicated, as it			
	may be taken into consideration in awarding the bid.			
9.6	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			
9.7	Contractor must notify the Purchasing Department.			
9.7	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.			
9.8	Failure to deliver as guaranteed may disqualify Bidder from future bidding.			
	Prices must be as stated in units of quantity specified, and must be firm.			
9.10	The County of Taney, Missouri expressly denies responsibility for, or ownership of			
	any item purchased until same is delivered and is accepted by the County.			
9.11	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.			
9.12	In the event of a discrepancy between a unit price and an extended line item price,			
	the unit price shall govern.			
9.13	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.			

10. 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 # 201701-357 Extended Cab Pickup Trucks (R&B)

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

AGREEMENT (Sample) for EXTENDED CAB ¾ TON 4X4 PICKUP TRUCKS (3)

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and _____ of _____ of _____ 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 three (3) Extended Cab ³/₄ Ton 4X4 Pickup Trucks; County of Taney Request for Bid number 201701-357, any applicable addenda; and the Contractor's bid response 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 Request For Bid, and any applicable addenda, shall prevail and control over the Contractor's bid response.

2. *Purchase* - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response. In no event shall the total price paid by County exceed the total bid price, \$______ for all three (3) vehicles combined.

3. *Contract Duration* - This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This agreement may only be extended by the order of the county subject to the pricing, and delivery clauses as agreed to, and offered by the contractor's winning bid response.

4. *Billing and Payment* - All billing shall be invoiced with specific department information and include bid number 201701-357 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 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 is 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 hereby execute this agreement.

"Contractor";	Taney County Missouri By: Taney County Commission
Authorized Person (PRINT)	Mike Scofield, Presiding Commissioner
Signature	Date
	Attest:
Date	
Address;	Donna Neeley, County Clerk
	Date

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