



## REQUEST FOR BID # 201703-373 ASPHALT MATERIALS & CONCRETE

### BID SCHEDULE & DEADLINES:

March 18 – April 18, 2017

April 10, 2017 at 2:00 P.M.

**April 18, 2017 at 5:00 P.M.**

**April 19, 2017 at 9:40 A.M.**

Bid Release Date / Advertising Period.

Deadline for Submitting Questions.

**Closing Date / Time.**

**Opening Date / Time.**

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Responding Vendor / Company Name

City / State

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)

Bidder's Initials: \_\_\_\_\_

| SECTION # | TABLE OF CONTENTS  | Page #      |
|-----------|--|-------------|
|           | Cover Sheet / Bid Schedule / Purchasing Director Information.      | Page 1      |
|           | Table of Contents, Commodity Title, Locations, Vendor Form.        | Page 2      |
| 1         | Bidding Process Information and <i>Bid Response Tips...</i>        | Page 3      |
| 2         | Instructions and General Conditions.                               | Pages 4-5   |
| 3         | Guidelines for Written Questions, Answers, (Addenda), Etc.         | Page 5      |
| 4         | Basic Requirements / Factors.                                      | Page 6      |
| 5         | Scope of Services.   | Page 7      |
| 6         | Specifications / Pricing.  | Page 8      |
| 7         | Bidder Directives.   | Page 8      |
| 8         | Total Price Inclusions, Tax Exemption, and Insurance Requirements. | Pages 8-9   |
| 9         | Standard Terms and Conditions.                                     | Pages 9-10  |
| 10        | No Bid Response Form.  | Page 10     |
|           | Sample Agreement. (Reference Only.)                                | Pages 11-12 |

Commodity Title: ASPHALT MATERIALS & CONCRETE  
 PLEASE MARK YOUR ENVELOPE "SEALED BID #201703-373"  
 RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

*Bid Submission*

Location / Mail Address: Taney County Purchasing Department (Second Floor)  
 P. O. Box 1630 (PO Box MUST be used for normal mail.)  
 132 David St. (Physical Address MUST be used for package delivery.)  
 Forsyth, MO 65653

*Bid Opening*

Location / Address: 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 (Corporation, LLC, Sole Proprietor, Partnership) |          |

**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 (✓) 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.)  | A | N |
|--------|--|---|---|
| 1.1    | 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 <u>required</u> - indicate copies versus original. (Double siding will disqualify.)  |   |   |
| 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.   |   |   |
| 1.10   | No fax or electronic transmitted Bids will be accepted.  |   |   |
| 1.11   | 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.   |   |   |
| 1.12   | When a Bid, or project, includes pre-bid meetings or on site visits, Bidder attendance and compliance with signup sheets, etc., is mandatory.  |   |   |
| 1.13   | Pay close attention to the terms <i>must, will, shall, should or may</i> .   |   |   |
| 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.   |   |   |
| 1.17   | <i>For areas, questions, and requirements that do not always apply - “N/A” may be an option. (See Item 4.3)</i>  |   |   |

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 (✓) 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.   | <i>INSTRUCTIONS AND GENERAL CONDITIONS:</i>   | (✓) |
| 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 responsibility, not the county, nor the Post Office, to ensure Bids are delivered in time to the 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.  |     |
| 2.8  | Sealed & Marked: Bids must be submitted in a 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” with a return name & address. 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.)  |     |
| 2.9  | 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(s). (Optional).  |     |
| 2.10 | Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing and submitting Bids called for in this RFB.   |     |
| 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.   | <i>INSTRUCTIONS AND GENERAL CONDITIONS: (Cont')</i>   | (✓) |
| 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 items within sections 2, 3, 4 may result in being determined non-responsive and/or disqualified.  |     |
| 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: <a href="http://www.taneycounty.org">www.taneycounty.org</a> . Please do not call for results.  |     |
| 3.   | <i>GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC</i>   | (✓) |
| 3.1  | All questions shall be submitted prior to the Bid opening and no later than 2:00 P.M. Monday April 10, 2017. Questions must be emailed to; <a href="mailto:rone@co.taney.mo.us">rone@co.taney.mo.us</a>   |     |
| 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 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 alert visitors to our website as to the presence of any addenda.   |     |
| 3.4  | 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 valid only if in writing and issued by the Taney County Purchasing Department.   |     |
| 3.5  | Sunshine Laws: Per applicable 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.  | <b><i>BASIC REQUIREMENTS / FACTORS:</i></b>   | (✓) |
| 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 the Bid response documents submitted by the successful Bidder of this Bid 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: ____". 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 currently being used by Taney County, in most cases, is attached here simply as a reference. |     |
| 4.3 | 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."  |     |
| 4.4 | Advice of Award: The County's Bids, Bid Tabulations, and Bid Award information may be viewed on our website at <a href="http://www.taneycounty.org">www.taneycounty.org</a> . (Purchasing Dept. 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.   |     |

5. SCOPE OF SERVICES:

- 5.1 The Taney County Purchasing Department will accept Bids for Asphalt Materials & Concrete as listed within the following specifications. Interested parties should complete the following information requests, as asked for, with their lowest possible prices.
- 5.2 All pricing **MUST** remain in effect, available without increase, for one year from date of award as it is preferred to have one source for these needs for that entire period, via this Bid.
- 5.3 Surcharges – **OF ANY NATURE**, will NOT be accepted or paid for during the full course of the awarded period.
- 5.4 The County will not be required to purchase any/all, nor minimums/maximums as per the quantities listed within this Bid. (Listed quantities are annual estimates.)
- 5.5 All materials shall be in accordance with the requirements of the 2004 Missouri Standard Specifications for Highway Construction and/or following specifications. Material quantities shown on the material Bid represent an estimate and should not be taken as commitment by the county as to the quantity of material that will be used during the 2017-2018 maintenance year. This Bid shall remain in force for a minimum of twelve months from the date of award.
- 5.6 All materials **MUST** be a “virgin mix” per MODT requirement #BP-1.
- 5.7 Taney County reserves the right to have the material tested for quality at their expense and to take whatever remedial action that may be required. Tests would be run to verify compliance with the applicable specifications.
- 5.8 All material is to be furnished to the County in accordance with directions given on the material Bid. Bids will be awarded for each group listed, aggregates may be awarded to more than one supplier based upon the lowest on the road cost. Taney County reserves the right to reject any and or all bids and to waive any and or all technicalities.
- 5.9 For questions concerning the below listed specifications, or any other technical questions, please feel free to call:

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

**6. SPECIFICATIONS / PRICING:**

All bid prices MUST include delivery as well as a price option for picked up per the following table. Mileage must be included in all Bid pricing except for items #6.3 & #6.6 where mileage sheets should be included within this Bid response. Other than these two exceptions the Director of Purchasing will not approve any Purchase Orders after award that include or indicate charges for mileage. Should this occur Taney County reserves the right to terminate contract and award to the next lowest bidder. Bid Responses MUST use / fill in the “UNIT PRICE” columns below.

| 6.1 ASPHALT MATERIALS FURNISHED AND DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY:  |                             |                 |                |                  |
|--|-----------------------------|-----------------|----------------|------------------|
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.1.1  | MC-30                       | 10,000          | Gallon         |                  |
| 6.1.2  | MC-800                      | 500             | Gallon         |                  |
| 6.1.3  | MC-3000                     | 200,000         | Gallon         |                  |
| 6.2 EMULSIFIED ASPHALT MATERIALS FURNISHED AND DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY:   |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.2.1  | EA-300                      | 10,000          | Gallon         |                  |
| 6.2.2  | SS-1                        | 20,000          | Gallon         |                  |
| 6.2.3  | CRS-2P                      | 50,000          | Gallon         |                  |
| 6.2.4  | CRS-2                       | 50,000          | Gallon         |                  |
| 6.2.5  | CQS-1FS (Rapid Set Fogseal) | 25,000          | Gallon         |                  |
| 6.3 BITUMINOUS MIX FURNISHED AND LAID IN PLACE AT VARIOUS LOCATIONS IN TANEY COUNTY, AS PER PREVAILING WAGE (Mileage sheets MUST be included within this Bid response.): |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.3.1  | BLACK BASE, HOT MIX         | 10,000          | Ton            |                  |
| 6.3.2  | HOT MIX SURFACE MATERIAL    | 15,000          | Ton            |                  |
| 6.4 BITUMINOUS MIX BIDS, FURNISHED & LOADED ON COUNTY TRUCKS AT BIDDERS PLANT:   |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.4.1  | Black Base, Hot Mix         | 1,000           | Ton            |                  |
| 6.4.2  | Hot Mix Surface Material    | 15,000          | Ton            |                  |
| 6.4.3  | Cold Mix Patch              | 2,500           | Ton            |                  |
| 6.5 BITUMINOUS MIX BIDS DELIVERED TO ALL COUNTY FACILITIES:  |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.5.1  | Cold Mix Patch              | 3,500           | Ton            |                  |
| 6.6 CONCRETE FURNISHED & DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY AS PER PREVAILING WAGE (Mileage sheets MUST be included within this Bid response.):              |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.6.1  | Concrete Class B-1          | 300             | Cubic Yards    |                  |
| 6.6.2  | Standard 6-Bag Mix          | 300             | Cubic Yards    |                  |
| 6.6.3  | Flowable Fill               | 300             | Ton            |                  |

For Sections 7, 8, and 9, as follows, please use the below “KEY” to check (✓) off the appropriate box. Certain areas may / may not apply directly to the products or services being asked for within this RFB, however, most terms and conditions do apply to any / all Bids. 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 not comply with item.

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



|     |   |   |   |   |
|-----|---|---|---|---|
| 7.  | <b>BIDDER DIRECTIVES:</b>   | C | D | E |
| 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 | Include an updated W-9 form completed with current company information and signature.   |   |   |   |
| 8.  | <b>TOTAL PRICE INCLUSIONS, TAX EXEMPTION, and INSURANCE:</b>  | C | D | E |
| 8.1 | Mileage - MUST be included in total Bid Price.  |   |   |   |
| 8.2 | Do not include Federal Excise Tax or Sales and Use Taxes in your Bid Response, as state law exempts the County from these taxes.  |   |   |   |
| 8.3 | Compensation Insurance – The Contractor shall take out and maintain during the life of this contract, Employee’s Liability and Worker’s Compensation Insurance for all of their employees employed at the site of work. Worker’s Compensation coverage shall meet Missouri statutory limits. Employee’s Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, \$1,000,000.00 policy limit.  |   |   |   |
| 8.4 | Comprehensive General Liability Insurance – The Contractor shall take out and maintain during the life of this contract. The amounts of insurance shall not be less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.   |   |   |   |
| 8.5 | Commercial Automobile Liability – The Contractor shall take out and maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks, both on and off the site of work. |   |   |   |
| 8.6 | Proof of Carriage of Insurance – The Contractor shall furnish the County with Certificate of Insurance which names the County as additional insured.  |   |   |   |
| 9.  | <b>STANDARD TERMS AND CONDITIONS:</b>   | C | D | E |
| 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 best interest of the County.  |   |   |   |
| 9.3 | 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.   |   |   |   |
| 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 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.  |  |  |  |
| 9.9  | 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 # 201703-373 Asphalt Materials & Concrete**

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

**AGREEMENT (Sample)**  
*for*  
**ASPHALT MATERIALS & CONCRETE**

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; \_\_\_\_\_ 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 Asphalt Materials & Concrete; County of Taney Request for Bid number 201703-373, 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. Below is a copy of items covered within this agreement, taken from the bid, with exact pricing as submitted by "Contractor".

| 6.1 ASPHALT MATERIALS FURNISHED AND DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY:  |                             |                 |                |                  |
|--|-----------------------------|-----------------|----------------|------------------|
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.1.4  | MC-30                       | 10,000          | Gallon         |                  |
| 6.1.5  | MC-800                      | 500             | Gallon         |                  |
| 6.1.6  | MC-3000                     | 200,000         | Gallon         |                  |
| 6.2 EMULSIFIED ASPHALT MATERIALS FURNISHED AND DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY:   |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.2.6  | EA-300                      | 10,000          | Gallon         |                  |
| 6.2.7  | SS-1                        | 20,000          | Gallon         |                  |
| 6.2.8  | CRS-2P                      | 50,000          | Gallon         |                  |
| 6.2.9  | CRS-2                       | 50,000          | Gallon         |                  |
| 6.2.10   | CQS-1FS (Rapid Set Fogseal) | 25,000          | Gallon         |                  |
| 6.3 BITUMINOUS MIX FURNISHED AND LAID IN PLACE AT VARIOUS LOCATIONS IN TANEY COUNTY, AS PER PREVAILING WAGE (Mileage sheets MUST be included within this Bid response.): |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.3.1  | BLACK BASE, HOT MIX         | 10,000          | Ton            |                  |
| 6.3.2  | HOT MIX SURFACE MATERIAL    | 15,000          | Ton            |                  |
| 6.4 BITMINOUS MIX BIDS, FURNISHED & LOADED ON COUNTY TRUCKS AT BIDDERS PLANT:  |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.4.1  | Black Base, Hot Mix         | 1,000           | Ton            |                  |
| 6.4.2  | Hot Mix Surface Material    | 15,000          | Ton            |                  |
| 6.4.3  | Cold Mix Patch              | 2,500           | Ton            |                  |
| 6.5) BITMINOUS MIX BIDS DELIVERED TO ALL COUNTY FACILITIES:  |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.5.1  | Cold Mix Patch              | 3,500           | Ton            |                  |
| 6.6) CONCRETE FURNISHED & DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY AS PER PREVAILING WAGE (Mileage sheets MUST be included within this Bid response.):             |                             |                 |                |                  |
| Item #   | Description                 | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 6.6.1  | Concrete Class B-1          | 300             | Cubic Yards    |                  |
| 6.6.2  | Standard 6-Bag Mix          | 300             | Cubic Yards    |                  |
| 6.6.3  | Flowable Fill               | 300             | Ton            |                  |

2. *Term & Supply Purchase* - The County agrees to this term & supply purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications, and for the prices set forth in the Contractor's bid response, as needed and as ordered by County. Contractor shall act as the primary supplier and shall furnish Asphalt Materials & Concrete products / services for the County. Said services will be performed, or products purchased, on an "as needed" basis with scheduling being completed via mutual agreement which includes all items as listed within the bid response. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

3. *Contract Duration* – Once awarded this agreement shall commence on \_\_\_\_\_ and extend for 12 months subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the County for one year 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 award a new contract prior to expiration.

4. *Billing and Payment* - All billing shall be invoiced with specific department information and include bid number 201703-373 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.

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| “Contractor”;<br><br>_____<br>Authorized Person (PRINT)<br><br>_____<br>Signature<br><br>_____<br>Date<br><br>Address; | Taney County Missouri<br>By: Taney County Commission<br><br>_____<br>Mike Scofield, Presiding Commissioner<br><br>_____<br>Date<br><br>Attest:<br><br>_____<br>Donna Neeley, County Clerk<br><br>_____<br>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.)

|                    |               |                                |
|--------------------|---------------|--------------------------------|
| _____<br>Signature | _____<br>Date | _____<br>Appropriation Account |
|--------------------|---------------|--------------------------------|