



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Auto Body Repair Services
 RFB #201808-416

SOLICITATION TYPE:

- () = Full / Formal Bid for Products *or* Materials *ONLY*.
- () = Full / Formal Bid for Products *and* Services.
- () = Full / Formal Bid for *Services ONLY*.
- () = Full / Formal Request for Proposals.
- () = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

Aug. 18, 2018 – Sept. 18, 2018

Bid Release Date / Advertising Period

Sept. 10, 2018 at 2:00 P.M.

Deadline for Submitting Questions.

Sept. 18, 2018 at 5:00 P.M.

Closing Date / Time.

Sept. 19, 2018 at 9:30 A.M.

Opening Date / Time.

Responding Vendor / Company Name

City / State

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Bidder's Initials: _____

Commodity Title: **AUTO BODY REPAIR SERVICES**
PLEASE MARK YOUR ENVELOPE "SEALED BID #201808-416"
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 products, or services, 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 to our solicitation as well as initial all pages. *An authorized signature and email address is mandatory, lack thereof *will* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name

Authorized Person (Print)

Address

*Signature

City / County / State / Zip

Title

Telephone #

Fax #

Date

Tax ID #

*E-mail (MUST be legible.)

Entity Type (Corporation, LLC, Sole Proprietor,
Partnership)

INTRODUCTION & BASIC PROCESSING INFORMATION:

The Purchasing Department is responsible for the bid opening at the time and place noted in the request. If a Vendor wants 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 U.S.P.S. (Please note U.S.P.S. issues listed in item #1.3 on the following page.)

A formal invitation for bid is utilized when the total purchase estimate exceeds \$4,500. The County also uses this method when the life of a term and supply contract is valued more than \$4,500. A complete bid request 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 point of contact listed in section #2, Scope of Services.

Read ALL solicitation documents closely - immediately upon receipt. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.24 for the process to submit questions. Pay close attention to the terms *must, will, shall, should* or *may*.

Section #1, as follows includes 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.

1.	INSTRUCTIONS AND GENERAL CONDITIONS:	(✓)
1.1	Delivery of: <i>Sealed Responses</i> , subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the request closing date and time indicated herein for furnishing the County with goods, and or, services as detailed within these following pages.	
1.2	Closing: <i>Sealed Responses</i> must be delivered before "Closing Date / Time" as listed on page one, to the Taney County Purchasing Department as listed on page two.	
1.3	United States Postal Service Note: There is no mail delivery service at our offices. If a Bidder must use U.S.P.S. <u>do not</u> require a return receipt request signature on our end as we do not have staff to wait in line at the Post Office when their counter is open to sign for a bid response package. Use regular mail sending your response to our P.O. Box address only. The Post Office only recognizes our P.O. Box address. Other delivery services require our physical address. Both addresses are listed on page #2. It is the Bidder's responsibility, not the County, nor the Post Office, to ensure responses are delivered in time to the Purchasing Department.	
1.4	Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered as "NON-RESPONSIVE". They will not be opened.	
1.5	Opening: Responses will be opened publicly at "Opening Date / Time", as listed on page one, and read aloud. All 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.	
1.6	Award / Timeline: Recommendation for award will be made formally to the Taney County Commission as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed for any reason. (10 days or more.)	
1.7	Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown in this request prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Taney County Commission.	
1.8	Sealed & Marked: Responses 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 " <i>Response to Request for Bid enclosed</i> " with a return name & address. No fax or electronic transmitted responses will be accepted. Make sure your package indicates "BID", with the BID NUMBER - on the final outside surface of your package.	
1.9	No Bid: If you elect not to submit a response, return the No Bid Response Form in section #5 of this package, and note your reason. (Optional). An email is allowable for a "No Bid" response.	

1.10	Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this request.	
1.11	Presentations / Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from 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, presentations, or inspections. (i.e. travel accommodations, etc.)	
1.12	Bid Term: All Responses submitted shall be binding, and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing / Costs submitted within this response must be honored within that set timeframe. Bidders should not respond unless certain on this point. Submitted pricing to this request, once opened, cannot be changed for any reason. Any such changes, by law, will disqualify that full response.	
1.13	Bid Rejection: The Taney County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.	
1.14	Multiple Awards: Responses may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.	
1.15	Payment Terms: Taney County standard payment terms are <i>Net 30</i> 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. Invoices need to be issued, and mailed, correctly, to the requesting department - not Purchasing.	
1.16	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.	
1.17	Any award agreement shall take effect upon the approval by the Taney County Commission.	
1.18	Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in said response being disqualified.	
1.19	Direct Email Address: An email address MUST be provided in order to receive award results. (Not a website.) We do not use U.S.P.S. for results only email. Final award results will be emailed to all responding Vendors. Please do not call for results.	
1.20	Results are always posted at: www.taneycounty.org . Please do not call for results.	
1.21	All questions for this solicitation must be submitted no later than 2:00 P.M. Monday September 10, 2018. Questions are to be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at; ron.erickson@co.taney.mo.us	
1.22	All questions received will be combined to be answered in one written addendum 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 questioning timeframe.	
1.23	Any necessary addendum email will be sent as close as possible to the day following the deadline listed in item #1.21 above. The addendum will also be posted on the Taney County website attached at the end of the posted Bid. An indication at the end of the posted bid, in red, will alert visitors to our website Purchasing Page as to the presence of any addendum.	
1.24	Aside from routine processing questions if it becomes necessary to revise any part of this solicitation, written addendum will be issued to address that need. Any addendum is valid only if in writing and issued by the Taney County Purchasing Department.	

1.25	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 request will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers. Always acting in the best interest of the Taney County Missouri.	
1.26	Agreement: The entire contents of response documents submitted by the successful Bidder to this request shall include all bid documents and will become a part of any contract award as a result of this solicitation. These signed 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 responses not complying with this condition may be considered non-responsive and rejected. The Awarded Vendor, of this request, will follow up with a written agreement draft, 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.	
1.27	Our standard <i>Sample</i> agreement currently being used by Taney County, in most cases, is attached here to assist. It is not necessary to fill in the blanks of said "Sample". This sample is for reference purposes only. The County reserves the right to use other agreement versions should our Legal Services Department decide another version would better serve the needs of Taney County Missouri as they pertain to those requested within this solicitation.	
1.28	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."	
1.29	Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at www.taneycounty.org . (Purchasing Department Page.)	
1.30	Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their responses.	
1.31	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 Missouri.	
1.32	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.	
1.33	Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.	
1.34	Sunshine Laws: Per (Section 610.026, RSMo.) concerning public documents, all responses to this request 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 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.	

2. SCOPE OF SERVICES:

The Taney County Purchasing Department will be accepting and reviewing all responses to this RFB to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for "as needed" *Auto Body Repair Services*, for certain Taney County vehicles on a "as needed / when needed" basis. This includes ongoing and unpredictable needs for vehicle body repairs regardless of County insurance coverage.

- 2.1 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.
- 2.3 CONTRACT PERIOD – Any Term and Supply Contract resulting from this solicitation 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 County in writing prior to a renewal term. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.4 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, or maximum, quantities regarding service calls or repair work / volume.
- 2.5 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 required repair work 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. (i.e. Business License)
- 2.6 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 Awarded Vendor must carry minimum levels of required types of insurance and provide proof of such.
- 2.8 The County will deliver vehicles in drivable condition to the Bidders' facility to be repaired. The Awarded Contractor shall be responsible for towing the vehicles that are not in drivable condition to their shop. The bidder must have a complete body shop meeting the following minimum requirements: paint booth, automotive frame straightening machine with qualified operator (on-site or under contract), and a secure storage area for County vehicles, acceptable to the County, for vehicles containing electronic equipment.
- 2.9 By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.10 The vehicles serviced by the Awarded Contractor must be cleaned, inside and out, prior to return to the County. This shall include: removal of all paint overspray, dust and/or debris etc.
- 2.11 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 (3) 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. *(Please use a separate sheet to supply references.)*
- 2.12 Each department utilizing this contract will make known a "Point of Contact" to review / approve specific information before work begins. 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.

2.13 The majority of auto body repair work required has, in the past, involved Sheriff's vehicles therefore the Taney County Sheriff has agreed to be listed below as a key contact for TECHNICAL questions regarding this solicitation.

- Sheriff Jimmie Russell, 417-546-7250

Also the Taney County Road & Bridge Administrator has agreed to be contacted for technical questions regarding vehicles within his department.

- Devin Huff 417-546-7268

3. SPECIFICATIONS / PRICING / RESPONSE FORM;

- 3.1 Responding Vendors must be operating an automotive-type repair business within a 30 mile radius limit to Forsyth, Missouri 65653.
- 3.2 Responding Vendors must be able to offer repair facilities, at their business, located within the above 30 mile radius limit range.
- 3.3 Please complete pricing information as requested for in this solicitation – below.
- 3.4 Furnish your lowest possible repair service and labor rate pricing bids – below.
- 3.5 Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids.
- 3.6 Any bid which is subject to an open or unlimited escalator clause WILL be rejected.
- 3.7 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, reasonable, index which permits both upward and downward escalation. Include written support documentation if offering this clause.
- 3.8 Please submit pricing for the following vehicle categories:

- Automobiles, including all Sheriff's Patrol Cars.
- SUVs, including all Sheriff's Patrol SUVs.
- Pickup Trucks, including all Sheriff's and Road & Bridge Pickup Trucks.

PRICING FORM

Bid Item	Description: Autos, SUV & Pickups	Unit Price
1.	Standard Labor Rate Per Hour – Paint	\$ _____ /Hour
2.	Standard Labor Rate Per Hour – Body Work	\$ _____ /Hour
3.	Standard Labor Rate Per Hour – Mechanical	\$ _____ /Hour
4.	Materials/Parts Cost Plus % Markup	_____ %
5.	Cost for mobile estimates	\$ _____
6.	Name of Parts Price List Used for Items 1-4	

Describe the warranty for body finish repairs:

Additional Purchases by Other Public Agencies:

Will you honor the submitted prices for purchase by other entities who participate in Cooperative purchasing with Taney County, Missouri?

_____ Yes _____ No

For Section 4 please use the below “KEY” to check (✓) off the appropriate box. The total number of exceptions will be considered and combined with total bid pricing during review for an award recommendation. Make sure to address every item whether they apply or not.

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

D = Does not and/or cannot comply with item.

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

4.	STANDARD TERMS AND CONDITIONS:	C	D	E
4.1	Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.			
4.2	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 on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.			
4.3	Bidders must use the bid request forms provided for the purpose of submitting responses, 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.			
4.4	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.			
4.5	The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in the award phase.			
4.6	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.			
4.7	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.			
4.8	Failure to deliver as guaranteed may disqualify Bidder from future participation.			
4.9	Prices must be as stated in units of quantity specified, and must be firm.			
4.10	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.			
4.11	Do not include Federal Excise Tax or Sales and Use Taxes in your response, as state law exempts the County from these taxes.			
4.12	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 as 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 response opening.			
4.13	In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.			
4.14	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.			

5. 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 #201808-416 Auto Body Repair Services.

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

6. FINAL MANDATORY COMPLIANCE CHECKLIST:

These final mandatory requirements are most important. Feel free to use the below table as a checklist to insure your bid is fully compliant before you seal it for submission. Your full bid response needs to comply with all of the below requirements in **RED**. As an option use a checkmark (✓) to assist in your final review. If you have the slightest question regarding these items PLEASE call.

Ron Erickson, Director of Purchasing
 Office: 417-546-7281 / FAX: 417-546-3941
rone@co.taney.mo.us

These requirements apply to every possible form of bid we let out.

(✓) = Acknowledged below item with intent to comply.

ITEM #	FINAL COMPLIANCE CHECKLIST	(✓)
6.1	The County cannot, and WILL not, accept any late bids. Late packages WILL NOT be opened or returned.	
6.2	No fax or electronic transmitted bids WILL be accepted. Bid responses received via Fax WILL REJECT that Vendor from any participation in this bid.	
6.3	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. The name and address on the submitted W9 will be used as the formal name/address on any subsequent agreement / contract post award. FAILURE TO INCLUDE A W9 MAY REJECT.	
6.4	Remember to sign the bid sheet as this is mandatory. Missing signature WILL REJECT.	
6.5	Un-readable responses, including an unreadable email address, MAY REJECT.	
6.6	Three copies of bid response are required. Please indicate copies versus original. One sided copies ONLY. A double-sided response is not considered an acceptable document for our purposes. Failure to include the correct number of copies or two sided copies MAY REJECT.	
6.7	Include, in your response, ALL pages of the bid document initialed by hand, not typed, where asked for on each page bottom. Incomplete responses MAY REJECT.	

AGREEMENT (Sample)
for
AUTO BODY REPAIR SERVICES

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and _____ of _____ (-hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement to provide Auto Body Repair Services for County Vehicles ("Services") shall include the Contractor's bid response to County's Request For Bid # 201808-416 and any applicable addenda which are attached hereto and incorporated herein by reference. Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Services provided under this Agreement shall not exceed the prices as quoted in the attached bid response table. Said services will be performed ongoing- on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. If certain unusual circumstances occur regarding a specific vehicular repair, or Services availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's bid response to continue to perform services "as needed". 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 full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201808-416 for tracking. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when 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.

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. Due to material breach of any term or condition of this Agreement, or
- b. If in the opinion of the Taney County Commission Services are delayed or are not provided in conformity with specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

8. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

Taney County Missouri
By: Taney County Commission

“Contractor” _____

Authorized Person (PRINT)

Mike Scofield, Presiding Commissioner

Title

Date

Signature

Attest:

Date

Donna Neeley, County Clerk

Address;

AUDITOR CERTIFICATION

In accordance with 50.660 RSMo, 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

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMo, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Taney County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMo 292.675, Contractors and subContractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subContractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and Contractors may be withhold assessed penalties from the payment due to those Contractors and subContractors.

Taney County, Missouri, in order to comply with sections 285.525 through 285.550 and 292.675 RSMO, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the Contractor shall submit the following documents:

1. Required Affidavit for Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating that:

- Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample*

Taney County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify>

or by calling **888-464-4218**.



ATTACHMENT I
Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (Name)
who is _____ (Title) of _____
(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is
authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with
respect to the employees working in connection with the contracted services; and

- (2) that said company does not knowingly employ any person who is an unauthorized alien in
connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

_____)
) Signature

Name: _____

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

_____)
) Notary Public

My commission expires: _____



ATTACHMENT II

You are required to submit your E-Verify Signature Page with your bid submission
(See example below)

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Sample
E-Verify
Memo of Understanding - MOU
Electronic Signature Page