



# TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: GASOLINE & DIESEL FUEL  
 RFB #201903-426

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:

Mar. 16, 2019 – Apr. 16, 2019

Bid Release Date / Advertising Period

Apr. 8, 2019 at 2:00 P.M.

Deadline for Submitting Questions.

**Apr. 16, 2019 at 5:00 P.M.**

**Closing Date / Time.**

**Apr. 17, 2019 at 9:30 A.M.**

**Opening Date / Time.**

---

Responding Vendor / Company Name

City / State

SECTION #	TABLE OF CONTENTS	Page #
	Cover Sheet: Solicitation Title & Type, Deadlines, Bid Price, and Table of Contents.	Page 1
	Commodity Title, Submission Locations, and Vendor Information Form.	Page 2
	Introduction & Basic Processing Information.	Pages 2-3
1	Instructions and General Conditions.	Pages 3-5
2	Scope of Services.	Page 6
3	Specifications / Cost.	Page 7
4	Standard Terms and Conditions.	Page 8
5	No Bid Response Form.	Page 9
6	Final Compliance Checklist.	Page 9
	Sample Agreement (Reference ONLY.)	Pages 10-11

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

Commodity Title: **GASOLINE & DIESEL FUEL.**  
PLEASE MARK YOUR ENVELOPE "SEALED BID #201903-426"  
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 U.S.P.S. delivery.)  
132 David St. (Physical Address MUST be used for Courier 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, printed clearly is mandatory, lack thereof *may* 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:**

A formal invitation for bid is utilized when any 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(s) requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award.

The Purchasing Department is responsible for the bid opening at the time and place noted in this solicitation. 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. concerns as listed in item #1.3 on the following page.)

All formal invitations for bid are handled by the Taney County Purchasing Department but, 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 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 WARNING: Due to the fact that there is no mail delivery service at our offices, we <b>strongly</b> discourage Bidders from using the U.S.P.S. If a Bidder elects to use the United States Postal Service do <b>NOT</b> send "return receipt requested" on our end as we do not have staff to wait in line at the Post Office <i>when their counter is open</i> to sign for a bid response package. ALSO...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. Courier or hand delivery works the best. |     |
| 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 preferred 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 / 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 cannot, 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 <b>MUST</b> 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: <a href="http://www.taneycounty.org">www.taneycounty.org</a> . Please do not call for results.                                                                                                                                                                                                                                                                                                                            |  |
| 1.21 | All questions for this solicitation must be submitted no later than 2:00 P.M. Monday April 8, 2019. 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; <a href="mailto:ron.erickson@co.taney.mo.us">ron.erickson@co.taney.mo.us</a>                                                                                                                        |  |
| 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 | <p>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, or product(s), from other suppliers. Always acting in the best interest of Taney County Missouri.</p> |  |
| 1.26 | <p>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 page. Any responses not complying with this condition may be considered non-responsive. 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 working in harmony with this signed response.</p>                                                                                                                                                              |  |
| 1.27 | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 1.28 | <p>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."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 1.29 | <p>Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <a href="http://www.taneycounty.org">www.taneycounty.org</a>. (Purchasing Department Page.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 1.30 | <p>Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their responses.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 1.31 | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 1.32 | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 1.33 | <p>Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 1.34 | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                 |  |



## 2. SCOPE OF SERVICES:

The Taney County Purchasing Department will accept Bids for unleaded gas and diesel fuel to be furnished for an initial period of two (2) years with renewal options thereafter. Effective date of new contract will be set by the Taney County Commission shortly after Bid Opening and a thorough review process of all responses completed by Road & Bridge Administrators resulting in a recommendation.

- 2.1 Recognizing the fact that distributors cannot guarantee a fixed price for an extended length of time, Taney County will receive bids for gasoline and diesel fuel that reflect a cost plus proposed markup using the "Daily OPIS Rack Average" on the morning of: Monday April 8, 2019.
- 2.2 Distributors are requested to exclude all applicable taxes for bidding purposes.
- 2.3 The actual bid for gasoline and diesel fuel will be for how much money, in cents and fractions of cents, the distributor will sell for over cost.
- 2.4 This method will require a copy of the prices paid to manufacturer by distributor.
- 2.5 Price increases will be recognized only when accompanied by a copy of the letter received from manufacturer to distributor stating effective date and amount of increase.
- 2.6 Said increases will be processed, as listed above, in conjunction with Purchasing.
- 2.7 Proposed markup to Taney County should be expressed in money amounts.
- 2.8 If it is your desire to bid two and one half (2 1/2), the amount should be expressed .025.
- 2.9 All deliveries are to be made freight paid, and must have a delivery ticket stating type, quantity, and price.
- 2.10 The delivery ticket must be signed at time of delivery.
- 2.11 Deliveries should be made within 24 hours of when we place an order.
- 2.12 There will be no set minimums - nor maximums required or agreed to.
- 2.13 It is mandatory to include the following FULL BID NUMBER on every delivery ticket. RFB#201903-426.
- 2.14 Pricing as quoted within this bid MUST include delivery to all three locations as listed below.
- 2.15 Full addresses: Taney County Road & Bridge - *Mt. Branson Shop* -1377 State Hwy 76 Branson, Missouri 65616, Taney County Road & Bridge - *Buchanan Rd. Shop* - 274 Buchanan Rd. Branson, Missouri 65616, Taney County Road & Bridge - *Hilda Shop* - 195 Gilbert Lane Hilda, Missouri 65680
- 2.16 Deliveries may only be made during business hours. County facilities are closed after 5:PM. (Delivery hours are: 8:00 AM – 5:00 PM).
- 2.17 Average load sizes for midgrade, and diesel are 6000 to 7000 gallons.
- 2.18 It is acceptable to combine gas and diesel on one truck for delivery.
- 2.19 A pump is required for all of the tanks at all three locations. (Delivery services must have their own pump.)
- 2.20 Conventional 87 (no Ethanol or Bio Diesel) gasoline is acceptable.
- 2.21 Delivery may be split between locations. A semi transport can deliver to all three locations.
- 2.22 Be sure to include a copy of your firm's current - signed W9. We MUST have that.
- 2.23 Please contact either of the following "Department Point of Contacts" for questions concerning actual required specifications, or any other technical questions:

Devin Huff, Taney County Highway Administrator  
417-546-7268 (off) / 417-527-2733 (cell) [devin.huff@co.taney.mo.us](mailto:devin.huff@co.taney.mo.us)

or

Denzil Brown, Assistant County Highway Administrator  
417-546-7268 (off) / 417-251-1050 (cell) [denzil.brown@co.taney.mo.us](mailto:denzil.brown@co.taney.mo.us)

**3. ANTICIPATED USAGE / FUEL TYPE / LOCATIONS / TANK SIZE / PRICING – BID COST:**

|     | FUEL TYPE                   | LOCATIONS    | *ESTIMATED GALLONS PER MONTH | TANK SIZE (Gallons) | NUMBER of TANKS |
|-----|-----------------------------|--------------|------------------------------|---------------------|-----------------|
| 3.1 | Diesel Fuel #2 Clear        | Mt. Branson  | 1,600                        | 2000                | 1               |
| 3.2 | Unleaded 89 Octane Gasoline | Mt. Branson  | 500                          | 2000                | 1               |
|     |                             |              |                              |                     |                 |
| 3.3 | Diesel Fuel #2 Clear        | Buchanan Rd. | 1,600                        | 5600                | 2               |
| 3.4 | Unleaded 89 Octane Gasoline | Buchanan Rd. | 500                          | 4500                | 1               |
|     |                             |              |                              |                     |                 |
| 3.5 | Diesel Fuel #2 Clear        | Hilda        | 2,100                        | 5000                | 2               |
| 3.6 | Unleaded 89 Octane Gasoline | Hilda        | 600                          | 5000                | 1               |

*\* Estimated gallons per month were derived from averaging previous usage.*

**BID FORM:**

- 3.7 All cost blanks must be completed.
- 3.8 It is Taney County's intention to purchase specified fuel at the distributor cost plus a reasonable markup.
- 3.9 It will be necessary to furnish the distributors cost with all gasoline and diesel fuel Bids.
- 3.10 Failure to indicate cost in each of the areas below - will result in a determination of "Non-Responsive".

**PRICING / BID COST:**

|      | DIESEL FUEL #2 CLEAR                   | BID COST |
|------|----------------------------------------|----------|
| 3.11 | Distributors Current Cost Per Gallon   |          |
| 3.12 | Proposed Markup for Taney County       |          |
| 3.13 | Total Cost Per Gallon for Taney County |          |
|      | UNLEADED 89 OCTANE GASOLINE            | BID COST |
| 3.14 | Distributors Current Cost Per Gallon   |          |
| 3.15 | Proposed Markup for Taney County       |          |
| 3.16 | Total Cost Per Gallon for Taney County |          |

For Section 4 please use the below “KEY” to check (✓) off the appropriate box. In this section the County will always look for 100% COMPLIANCE. The Following listed “STANDARD TERMS and CONDITIONS” are absolutely critical to all County solicitations. We suggest that if after reviewing, each of the following items should any potential participant feel they are not able to comply with any specific item, or more than just a single item, they should probably not submit a bid response to our solicitation. All “D” check (✓) marks will be considered very strongly toward possible disqualification. Make sure to address every item.

C = Comply with. *(In some cases this will serve as a basic acknowledgement to that specific term or condition.)*

D = Does not comply with. *(Your Firm / Company cannot agree with or comply with that specific term or condition.)*

| 4    | STANDARD TERMS AND CONDITIONS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | C | D |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| 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 (when asked for), 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: Completion of this short form is totally optional and is included within our solicitations simply as an additional “tool” to assist us overall in improving future solicitation processes. If you, or your company, has decided not to participate by *not* offering a bid, please complete the below form and return it to the Purchasing Department by email.

*Thank you...*

RFB #201903-426 Gasoline & Diesel Fuel

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| Business Name:                                                                        |  |
| Address:                                                                              |  |
| Telephone:                                                                            |  |
| Contact Person:                                                                       |  |
| Date:                                                                                 |  |
| Reason(s) for not Bidding:                                                            |  |
|                                                                                       |  |
|                                                                                       |  |
| Would you like to be removed from our list(s) for future bids? (____ Yes or ____ No.) |  |

6. FINAL COMPLIANCE CHECKLIST: By using the below table as a checklist you will help to insure that your bid is fully compliant before you seal it for submission. Your full bid response needs to comply with all of the below listed requirements. Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which might cause your response to be disqualified. Please call me, at my office as listed right below, or email me with any questions pertaining to these requirements or any other written instructions. *Thank you...*

Ron Erickson, Director of Purchasing  
 Office: 417-546-7281 / FAX: 417-546-3941  
[ron.erickson@co.taney.mo.us](mailto:ron.erickson@co.taney.mo.us)

The below requirements apply to every solicitation we do.

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

| ITEM # | FINAL COMPLIANCE CHECKLIST                                                                                                                                                                                                                                                       | (✓) |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 6.1    | The County 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 disqualify that Vendor from any participation in this bid.                                                                                                                           |     |
| 6.3    | Please include a current/signed W-9 form with your company information. Taney County Accounts Payable Department cannot process payment(s) without a current W9. The name and address on your W9 will be used as the formal name/address on any subsequent Agreement post award. |     |
| 6.4    | Remember to sign the bid sheet as this is mandatory. Missing signature <u>WILL</u> disqualify.                                                                                                                                                                                   |     |
| 6.5    | Un-readable responses, including an unreadable email address, <u>WILL</u> disqualify.                                                                                                                                                                                            |     |
| 6.6    | Three <u>COMPLETE</u> copies of the bid response, with your original, are <u>REQUIRED</u> . Please indicate copies versus original. One sided copies <u>ONLY</u> . A double-sided response is not considered an acceptable “legal” document for our purposes.                    |     |
| 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 could possibly disqualify.                                                                                                      |     |

**AGREEMENT** (Sample)  
for  
GASOLINE & DIESEL FUEL

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 for the purchase of Gasoline & Diesel Fuel ("Product") shall include the Contractor's bid response to County's Request For Bid # 201903-426 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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.** Product provided under this Agreement shall not exceed the prices as quoted within the table of the attached bid response. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder. The County agrees to this term & supply purchase allowing Contractor to act as the primary supplier for Gasoline & Diesel Fuel for the County on an "as needed" basis with scheduling being completed via mutual agreement with the Taney County Highway Department.

**3. Contract Duration.** This agreement shall commence on the date it is fully executed and extend for 24 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 and delivery clauses agreed to, as offered by the contractor's winning bid 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 full expiration.

**4. Billing and Payment.** All billing shall be invoiced with specific department information and include bid reference #201903-426 for tracking. Billings and invoices may only include the prices provided for in 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 delivery of products is delayed or products delivered are not 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 |
|-----------|------|-----------------------|