



# TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: AGGREGATE ROCK  
 RFB #201903-427

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. 23, 2019 – Apr. 23, 2019

Bid Release Date / Advertising Period

Apr. 15, 2019 at 2:00 P.M.

Deadline for Submitting Questions.

**Apr. 23, 2019 at 5:00 P.M.**

**Closing Date / Time.**

**Apr. 24, 2019 at 9:30 A.M.**

**Opening Date / Time.**

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Responding Vendor / Company Name

City / State

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

Commodity Title: **AGGREGATE ROCK.**  
PLEASE MARK YOUR ENVELOPE "SEALED BID #201903-427"  
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*.

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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 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 <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 15, 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 | Award of Contract: The County reserves the right to award to more than one (1) supplier. Multiple awards are expected to be made by this solicitation. Awarded Suppliers may be designated by; "A", "B", "C", etc. Awarded Suppliers will make their product available "at will / as needed" to the County depending upon which source serves the County best regarding costs per geographical location and / or project. The County's decision on which Awarded Supplier to utilize, at these times, shall be final. Any resulting contract from this solicitation will be considered "Non-Exclusive". In summary, the use of any/all Awarded Suppliers will be governed by what is in the best interest of Taney County Missouri.                             |  |
| 1.26 | Agreement: The entire contents of response documents submitted by the successful Bidder(s) 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(s), 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. |  |
| 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 " <i>Sample</i> ". 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 <a href="http://www.taneycounty.org">www.taneycounty.org</a> . (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 ones are 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 Contractors selected appear to offer the best overall solutions 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:

- 2.1 The Taney County Purchasing Department will accept sealed Bids for Aggregate Rock as asked for within the following specifications. Please complete the following table with your lowest prices.
- 2.2 The County reserves the right to award to more than one (1) supplier. Multiple awards are expected to be made by this solicitation.
- 2.3 Awarded Suppliers will make their product available “at will / as needed” to the County depending upon which source serves the County best regarding costs per geographical location and / or project.
- 2.4 As detailed previously, per Instruction #1.25, on Page #5, the use of any/all Awarded Suppliers will be governed by what is in the best interest of Taney County Missouri.
- 2.5 All material, Aggregate Rock, will be PICKED UP by County Employees with County dump trucks being coordinated out of the following three County facilities; 1.) Mt. Branson Shop-1377 State Hwy 76 Branson, Missouri 65616. 2.) Buchanan Shop-274 Buchanan Rd Branson, Missouri 65616, and 3.) Hilda Shop-195 Gilbert Lane Hilda, Missouri 65680.
- 2.6 **NO DELIVERY** is being asked for in this solicitation.
- 2.7 PICKED UP bid prices are being asked for, within the below table, in three separate processes; first- “WHEN Loaded & Scaled By SUPPLIER”, next - “WHEN Loaded & Scaled By COUNTY” (This involves the County bringing in our equipment to load, should Awarded Supplier allow this option.), and then Quarry Location to be picked up at.
- 2.8 Any awarded Agreement will be for 12 months initially but may be automatically renewed for an additional three (3) one-year periods by order of the Taney County Commission subject to pricing being agreed to at time of renewal(s) per item #2.9 below.
- 2.9 The County accepts the possibility of pricing fluctuations for Aggregate Rock *after* the initial 12 month period post award. Therefore County will consider a reasonable/justifiable variation, at our discretion, during each subsequent agreement renewal timeframe. The maximum allowable increase is 5%. Increases above 5% will require mutual agreement before continuing - or a new bid.
- 2.10 NO surcharges will be accepted or paid for during the full course of any / or all - awarded periods.
- 2.11 The County will not be required to purchase any/all, nor minimums/maximums as per the quantities listed within this bid. (Listed quantities are annual estimates - ONLY.)
- 2.12 Please include product availability time: \_\_\_\_\_ (After Receipt of an Order.)
- 2.13 All materials shall be in accordance with the requirements of the 2004 Missouri Standard Specifications for Highway Construction and/or following specifications. Material quantities shown represent an estimate and should not be taken as commitment by the County as to the quantity of material that will be used, or purchased, during the 2019- 2020 maintenance year.

- 2.14 Taney County reserves the right to have the material tested for quality at their expense and to take whatever remedial action that may be required. Tests would be run to verify compliance with the applicable specifications.
- 2.15 All material is to be furnished to the County in accordance with directions given on this material bid.
- 2.16 Taney County may award to multiple suppliers when it is determined that doing so is in the best interest of the County.
- 2.17 **Be sure to include a currently signed W9 for your firm – we MUST have this document within your bid response.**
- 2.18 For questions concerning any listed specifications, or other requested product technicalities, contact either of the below listed Taney County Road & Bridge Staff:

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. SPECIFICATIONS / PRICING TABLE:** Feel free to use a separate sheet in conjunction with the below table for further response details or other pricing information – if necessary. *Thank you...*

| ITEM # | DESCRIPTION                         | QUANTITY<br>(Est. for 2019) | UNIT<br>(Measure) | BID PRICE<br>WHEN;<br>Loaded & Scaled<br>By <b>SUPPLIER</b> | BID PRICE<br>WHEN;<br>Loaded & Scaled<br>By <b>COUNTY</b> | Quarry<br>Location |
|--------|-------------------------------------|-----------------------------|-------------------|-------------------------------------------------------------|-----------------------------------------------------------|--------------------|
| 3.1    | 1/2" Clean Chips *                  | 1500                        | Ton               |                                                             |                                                           |                    |
| 3.2    | 3/8" Clean Chips **                 | 15,000                      | Ton               |                                                             |                                                           |                    |
| 3.3    | 3/4" Clean<br>(Concrete Rock)       | 1000                        | Ton               |                                                             |                                                           |                    |
| 3.4    | 1" Base Material                    | 15,000                      | Ton               |                                                             |                                                           |                    |
| 3.5    | 2" Base Material                    | 3,000                       | Ton               |                                                             |                                                           |                    |
| 3.6    | 0-6" Sub-Base Material              | 10,000                      | Ton               |                                                             |                                                           |                    |
| 3.7    | 2-6" Sub-Base Material              | 5000                        | Ton               |                                                             |                                                           |                    |
| 3.8    | Pugged Base Rock                    | 0                           | Ton               |                                                             |                                                           |                    |
| 3.9    | 1/4" Grit<br>(Ice Control Material) | 1000                        | Ton               |                                                             |                                                           |                    |
| 3.10   | Rip-Rap                             | 2500                        | Ton               |                                                             |                                                           |                    |
| 3.11   | Shot Rock<br>(up to 12" size rock)  | 2500                        | Ton               |                                                             |                                                           |                    |

\*Use section 1003-1003.3 of the Missouri Standard Specification for Highway Construction for 1/2"chips. (MAX. 2.5 passing number 200 sieve.)

\*\* Use section 1003-1003.3 of the Missouri Standard Specification for Highway Construction for 3/8"chips. (MAX. 2.5 passing number 200 sieve.)

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 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 #201903-427 Aggregate Rock.

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

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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 or it will not be included for consideration. Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which WILL 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  
AGGREGATE ROCK

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 Aggregate Rock ("Product") shall include the Contractor's bid response to County's Request For Bid # 201903-427 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. Per instruction #1.25 on p. #5 of the attached bid response; the County reserves the right to award to more than one (1) supplier. Awarded Suppliers will make their product available "at will / as needed" to the County depending upon which source serves the County best regarding costs per geographical location and / or project. The County's decision on which Awarded Supplier to utilize, at these times, shall be final and governed by what is in the best interest of Taney County Missouri. The County hereby agrees to this term & supply purchase allowing Contractor to act as a designated supplier for Aggregate Rock 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 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 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 #201903-427 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.

