



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: HVAC Repair/Services (NON-EPM)
 RFB #202002-441

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:

Feb. 15, 2020 – Mar. 16, 2020

Bid Release Date / Advertising Period

Mar. 9, 2020 at 2:00 P.M.

Deadline for Submitting Questions.

Mar. 16, 2020 at 5:00 P.M.

Closing Date / Time.

Mar. 18, 2020 at 9:30 A.M.

Opening Date / Time.

Responding Vendor / Company Name

City / State

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Bidder's Initials: _____

Commodity Title: **HVAC SERVICES.**
PLEASE MARK YOUR ENVELOPE "SEALED BID #202002-441"
RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

Bid Submission

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

Bid Opening

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

The undersigned certifies their authority to bind this company in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein or to offer a "No Bid." Type or print information below. Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as initial all pages. *An authorized signature and email address is mandatory, lack thereof *will* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name

Authorized Person (Print)

Address

*Signature

City / County / State / Zip

Title

Telephone #

Fax #

Date

Tax ID #

*E-mail (MUST be legible.)

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

INTRODUCTION & BASIC PROCESSING INFORMATION:

The Purchasing Department is responsible for the bid opening at the time and place noted in the request. If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results. Obviously sealed bids cannot be emailed so they must either be delivered by hand, courier, or U.S.P.S. (Please note U.S.P.S. issues listed in item #1.3 on the following page.)

A formal invitation for bid is utilized when the total purchase estimate exceeds \$6,000. The County also uses this method when the life of a term and supply contract is valued more than \$6,000. A complete bid request package will contain well-defined standard technical specifications for the nature of the service or product requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award.

All formal invitations for bid are handled by the Taney County Purchasing Department. Technical specifications are the responsibility of the specific requesting department point of contact listed in section #2, Scope of Services.

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

Section #1, as follows includes instructions, conditions, guidelines, requirements and other key factors that must be understood. Using the checkmark system here will assist Vendors in participating correctly and limit the possibility of their response being disqualified due to a technicality. Use a checkmark (✓) to acknowledge each of the following items. We have found this method improves communications, limits the need for questions and thus addendum, and helps to avoid other areas of confusion.

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

1.10	Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this request.	
1.11	Presentations / Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from any or all proposers prior to selection. The County will not be liable for any costs incurred by the Bidder in connection with such interviews, presentations, or inspections. (i.e. travel accommodations, etc.)	
1.12	Bid Term: All Responses submitted shall be binding, and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing / Costs submitted within this response must be honored within that set timeframe. Bidders should not respond unless certain on this point. Submitted pricing to this request, once opened, cannot be changed for any reason. Any such changes, by law, will disqualify that full response.	
1.13	Bid Rejection: The Taney County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.	
1.14	Multiple Awards: Responses may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.	
1.15	Payment Terms: Taney County standard payment terms are <i>Net 30</i> after receipt of an invoice. We can not, and will not, agree to any other payment terms. Once products, or services, are received and accepted Taney County will process payment in full. Invoices need to be issued, and mailed, correctly, to the requesting department - not Purchasing.	
1.16	Requests for credit applications are not necessary and will – in most cases – not be processed. Requests for deposits are not necessary and will not be accepted.	
1.17	Any award agreement shall take effect upon the approval by the Taney County Commission.	
1.18	Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in said response being disqualified.	
1.19	Direct Email Address: An email address MUST be provided in order to receive award results. (Not a website.) We do not use U.S.P.S. for results only email. As soon as available final award results will be emailed to all Bidding Vendors as well as posted on the County website.	
1.20	Non-Bidding Vendors, and the public, may view bid award results on the County website at: www.taneycounty.org . Final results, with response tabulations, etc., are usually posted within a few days <i>after</i> the Taney County Commission formally votes to award. Please do not call for results - emails are greatly preferred and always welcomed.	
1.21	All questions for this solicitation must be submitted no later than 2:00 P.M. Monday March 9 2020. 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: nikki.lawrence@taneycountymo.gov	
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 from other suppliers. Always acting in the best interest of the 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 section. Any responses not complying with this condition may be considered non-responsive and rejected. The Awarded Vendor, of this request, will follow up with a written agreement draft, working with our Legal Services Department, and oversee completion of that process to the mutual satisfaction of all parties in harmony with this signed response.</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 "<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.</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 www.taneycounty.org. (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:

- 2.1 The Taney County Purchasing Department is seeking responses to this bid from individual(s) or organization(s), for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform specific HVAC Repair & Services for various properties within the Taney County system, **except for** the Taney County Judicial Facility currently using HVAC systems requiring EPM, Inc. provided systems.
- 2.2 Preventative Maintenance: In addition to repair services the County proposes an annual preventative maintenance program for the Taney County locations as detailed within this RFB. This program would include a Spring check of all A/C related items. (FILTERS are NOT included. See item #4.2 on page 8.
- 2.3 Contract Period: A subsequently awarded Term and Supply Contract period of three (3) years, via this process, is tentatively set to start on Tuesday, March 31, 2020, through March 30, 2023 but may be automatically renewed for up to three (3), one-year periods unless canceled by the Taney County Commission in writing ten (10) days prior to a renewal period. Also In the event any provisions of the contract are not fulfilled by Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice
- 2.4 Contract Extension: The Taney County Commission may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Taney County.
- 2.5 System Location: 132 David Street, Forsyth, Mo. (Administrative Courthouse), 139 David Street, Forsyth, Mo. (Road & Bridge Administrative Office), 122 Felkins Avenue, Forsyth, Mo. (University of Mo Extension Office), F Highway Barn located at U.S. Hwy 160 & F Highway, Walnut Shade, Mo., 274 Buchanan Road, Branson, Mo. (Buchanan Shop), 1377 East State Highway 76, Branson, Mo. (Mt. Branson Shop), 195 Gilbert Lane, Hilda, Mo. (Hilda Shop), 20058 U.S. Highway 160, Forsyth, Mo. (Mechanic Shop), and 255 Critter Trail, Hollister, Mo. (Animal Control Facility).
- 2.6 Sub-Contractors: No subcontractors shall be used without prior approval of: Scott Terpening, Taney County Buildings & Grounds Supervisor.
- 2.7 Contractor Qualifications and Experience: The Contractor to whom an HVAC Repair Services contract is awarded must provide evidence of past experience in the type of work for a minimum of three years. (Submit written references on a separate document.)
- 2.8 The Contractor must provide evidence that they have been licensed as an HVAC Contractor in the State of Missouri for a period of not less than two (2) consecutive years immediately preceding the submission of this bid and must have established offices in the Springfield, Branson - Forsyth areas, and currently be engaged in the business of such work.
- 2.9 The bidder, at the time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.10 The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve the bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.11 In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
 - 2.11.1 All pertinent requirements of the local codes and utility companies.
 - 2.11.2 National Electric Code, latest edition.
 - 2.11.3 Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.12 The Contractor will be responsible for obtaining any and all required permits. The County shall NOT be responsible for the cost of any and all permits unless approved by Scott Terpening.

- 2.13 Invoices: The County's contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis should include the following information with all invoices:
- 2.13.1 Name of the County location where work was performed.
 - 2.13.2 Date(s) work performed.
 - 2.13.3 Itemized list of material, if any.
 - 2.13.4 Itemized cost of material, if any.
 - 2.13.5 Labor cost per hour.
- 2.14 If the above information is not noted on the invoice, it *may* be returned to the contractor for additional information before payment can be made.
3. Work Hours: The contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 3.1 All County calls for service must be returned within one (1) hour of the initial telephone call.
 - 3.2 The contractor must state a realistic and true time when they can schedule work. If this proposed schedule is acceptable to Scott Terpening, the Contractor shall book the job.
 - 3.3 The proposed schedule must be honored within a time frame of plus/ minus one-half (1/2) hour.
 - 3.4 Emergency Repairs: The contractor may be required to perform emergency repairs at times other than normal working hours. The contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. The contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
 - 3.5 Equipment/Safety: The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.
 - 3.6 Workmanship: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
 - 3.7 Cleaning: The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, Scott Terpening, with Taney County Buildings & Grounds shall be consulted.
 - 3.8 Final Inspection and Approval: The contractor shall request Scott Terpening, Taney County Buildings & Grounds Supervisor, to conduct a site inspection after the project is complete. A "punch-list" will be prepared during the inspection and a copy will be provided to the contractor. After the "punch-list" items have been corrected, the contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by Buildings & Grounds Supervisor, Scott Terpening.
 - 3.9 Property Damage: The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

- 3.10 Repair/Warranties: The contractor shall guarantee all work performed under this contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the contractor.
4. Materials: All materials provided by the contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 4.1 Replacement Parts: Replacement parts furnished must be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 4.2 **REGULAR FILTER MAINTENANCE IS NOT TO BE INCLUDED IN YOUR RESPONSE.**
- 4.3 Labor Rates: Portal-to-Portal mobilization is allowed, not to exceed one hour total. The contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.
- 4.4 Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, exclusive of taxes.
- 4.5 Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, Scott Terpening, Taney County Buildings & Grounds Supervisor, will be advised and informed of the issues that cause the shutdown.
- 4.6 Working With Owner's Personnel: The Contractors must agree to work alongside the County's maintenance staff.
- 4.7 FOB Point: Prices quoted shall be FOB various County locations, unloaded and installed.
5. Insurance Requirements Bonded & Insured: The Contractor shall not commence work until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 5.1 Compensation Insurance- Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
- 5.2 Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 5.3 Comprehensive General Liability Insurance- The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.

- 5.4 If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance - the Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 5.5 Commercial Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams / trucks; hired automobiles, teams / trucks; on and off the site of work.
- 5.6 The Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance- the Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- 5.7 Proof of Coverage of insurance: The Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 5.8 Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Taney, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Taney from its own negligence.

6. Tax Exemption Information, Etc.:

- 6.1 County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Taney County, Missouri, when / if necessary, and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work.
- 6.2 All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Taney County and contain the project number assigned by Taney County for the contract awarded.
- 6.3 It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt.
- 6.4 The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date.
- 6.5 The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified.
- 6.6 The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses,

expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

7. Inspection of Facilities, Bid Specifications, Etc.:

- 7.1. It is the bidder's responsibility to become fully informed as to where services are to be provided and / or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities.
- 7.2. This RFB requires a MANDATORY PRE-BID inspection, of the applicable County facilities, to be scheduled one at a time per Vendor with Taney County Supervisor per item #7.4 below. A mandatory inspection verification form will be available / completed at time of inspection. This completed form must be delivered to Purchasing, by the Buildings and Grounds Supervisor prior to the bid closing date & time. (March 16, 2020 @ 5:00 PM.)
- 7.3. All work completed / provided on County property, by non-County Employees, MUST comply with Prevailing Wage requirements. (State of Missouri Annual Wage Order #26 specific to Taney County, as available on the Taney County Purchasing Department home page – as well as included at the end of this full Bid Package.)
- 7.4. For questions concerning any listed specifications, or any other technical questions, as well as scheduling on site inspections – contact Taney County Buildings & Grounds Supervisor below:

Scott Terpening 417-251-3221 (cell) scott.terpening@taneycountymmo.gov

8. Repair / Maintenance Work Response Form: The bidder hereby proposes to furnish the equipment, materials, and labor as indicated below, provided to the County of Taney, Missouri, with transportation charges pre-paid, and for the price quoted below. All equipment, materials, and labor to be furnished in accordance with the County of Taney, Missouri per specifications attached hereto – listed below.

ITEM	DESCRIPTION	UNIT PRICE
8.1.	Material (Total Cost plus %) \$0-\$2500	_____ %
8.2.	Material (Total Cost plus %) \$2500-\$4,499	_____ %
8.3.	Material (Total Cost plus %) \$4,500 and up	_____ %
8.4.	Rental Equipment (Cost plus %)	_____ %
8.5.	HVAC Services (Straight Time)	_____/per hour
8.6.	Rate per hour for each additional worker (Straight Time)	_____/per hour
8.7.	HVAC Services (Nights and Weekends)	_____/per hour
8.8.	Rate per hour for each additional worker (Nights and Weekends)	_____/per hour
8.9.	HVAC Services (Holidays)	_____/per hour
8.10.	Rate per hour for each additional worker (Holidays)	_____/per hour
8.11.	Preventative Maintenance: Estimated quarterly visits	_____/per visit

8.12. Emergency Twenty-Four Hour Service Contact:

Name: _____ Telephone Number: _____

8.13. Call Response Time: Within _____ hours after notification by County.

8.14. Holidays: The contractor shall list the holidays observed by their company:

 The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this Request For Bid.

 Authorized Representative (Original Signature)

 Type or Print Signed Name

Today's Date: _____

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

For Section 9 please use the below “KEY” to check (✓) off the appropriate box. The total number of exceptions will be considered and combined with total bid pricing during review for an award recommendation. Make sure to address every item whether they apply or not.

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

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

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

9.	STANDARD TERMS AND CONDITIONS:	C	D	E
9.1	Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.			
9.2	The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.			
9.3	Bidders must use the bid request forms provided for the purpose of submitting responses, must return the bid and bid sheets comprised in this bid – in same order as received, give the unit price, extended totals, and sign the bid.			
9.4	When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.			
9.5	The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in the award phase.			
9.6	The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.			
9.7	In case of default by the Contractor, the County of Taney will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.			
9.8	Failure to deliver as guaranteed may disqualify Bidder from future participation.			
9.9	Prices must be as stated in units of quantity specified, and must be firm.			
9.10	The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered and is accepted by the County.			
9.11	Do not include Federal Excise Tax or Sales and Use Taxes in your response, as state law exempts the County from these taxes.			
9.12	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.			
9.13	In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.			
9.14	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.			

10. NO BID RESPONSE FORM:

NOTE: Complete and return this section only if you do not want to submit a bid. If you do not wish to respond to this RFB, please fill this form out and return it to the Purchasing Department by mail, email, or fax.

Thank you...

RFB #201806-412 HVAC Services.

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

11. FINAL MANDATORY COMPLIANCE CHECKLIST:

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

Nikki Lawrence, Director of Purchasing
Office: 417-546-7281 / FAX: 417-546-3941
nikki.lawrence@taneycountymo.gov

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

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

ITEM #	FINAL COMPLIANCE CHECKLIST	(✓)
11.1	The County cannot, and WILL not, accept any late bids. Late packages WILL NOT be opened or returned.	
11.2	No fax or electronic transmitted bids WILL be accepted. Bid responses received via Fax WILL REJECT that Vendor from any participation in this bid.	
11.3	Include a current/signed W-9 form with your company information. Having this up front benefits any awarded Vendor by greatly expediting our payment process. Taney County Accounts Payable Department must have this form before they can process payment. The name and address on the submitted W9 will be used as the formal name/address on any subsequent agreement / contract post award. FAILURE TO INCLUDE A W9 MAY REJECT.	
11.4	Remember to sign the bid sheet as this is mandatory. Missing signature WILL REJECT.	
11.5	Un-readable responses, including an unreadable email address, MAY REJECT.	
11.6	Three copies of bid response are required. Please indicate copies versus original. One sided copies ONLY. A double-sided response is not considered an acceptable document for our purposes. Failure to include the correct number of copies or two sided copies MAY REJECT.	
11.7	Include, in your response, ALL pages of the bid document initialed by hand, not typed, where asked for on each page bottom. Incomplete responses MAY REJECT.	
11.8	Failure to complete a Mandatory PRE-BID inspection, section #7, page #10, WILL REJECT.	

AGREEMENT (Sample)
for
HVAC Repair / Service (Non-EPM)

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 Term & Supply Service Agreement to provide HVAC Services for Taney County facilities ("Services") shall include the Contractor's bid response and County's Request For Bid # 202002-441 and any applicable addenda which are attached hereto and incorporated herein by reference. Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Services and/or any equipment provided under this Agreement shall not exceed the costs or fees, as quoted in Contractor's signed bid response table. Said services will be performed ongoing- on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. The County and Contractor agree to this Term & Supply agreement allowing Contractor to act as the Primary supplier for HVAC Repair/Services, to all County property and facilities. Contractor must comply with Missouri Prevailing Wage Order #26 as applicable; subject to the exceptions set forth in Chapter 290, RSMo., being fully attached to signed bid response. If certain unusual circumstances occur regarding specific services availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of three (3) years thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for up to three (3) additional one-year periods subject to the pricing clauses as agreed to, and offered by the Contractor's bid response to continue to perform services "as needed". This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202002-441 for tracking. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

7. Termination. This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

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

“Contractor” _____

Taney County Missouri
By: Taney County Commission

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
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TANEY COUNTY MISSOURI PURCHASING DEPARTMENT

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

Nikki Lawrence, Director of Purchasing
Phone: 417-546-7281 / FAX: 417-546-3931
nikki.lawrence@taneycountymo.gov

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

