



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: **CONCRETE**
RFB #202003-444

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. 14, 2020 – Apr. 13, 2020

Bid Release Date / Advertising Period

Apr. 06, 2020 at 2:00 P.M.

Deadline for Submitting Questions.

Apr. 13, 2020 at 5:00 P.M.

Closing Date / Time.

Apr. 14, 2020 at 9:30 A.M.

Opening Date / Time.

Responding Vendor / Company Name

City / State

| SECTION # | TABLE OF CONTENTS | Page # |
|-----------|--|-------------|
| | Cover Sheet: Solicitation Title & Type, Deadlines, Bid Price, and Table of Contents. | Page 1 |
| | Commodity Title, Submission Locations, and Vendor Information Form. | Page 2 |
| | Introduction & Basic Processing Information. | Pages 2-3 |
| 1 | Instructions and General Conditions. | Pages 3-5 |
| 2 | Scope of Services. | Page 6 |
| 3 | Specifications / Bid Pricing. | Page 7 |
| 4 | Standard Terms and Conditions. | Pages 8-9 |
| 5 | No Bid Response Form. | Page 10 |
| 6 | Final Mandatory Compliance Checklist. | Page 10 |
| | Sample Agreement (Reference ONLY.) | Pages 11-13 |

Bidder's Initials: _____

Commodity Title: **CONCRETE**

PLEASE MARK YOUR ENVELOPE "SEALED BID #201803-403"
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, 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 \$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(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. However, technical requirements and product specifications are the responsibility of the specific requesting department as listed in sections #2 & #3.

Read ALL solicitation documents closely - immediately upon receipt. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.27 for the process to submit questions. Pay close attention to the terms *must, will, shall, should* or *may*.

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

| | | |
|------|---|-----|
| 1. | INSTRUCTIONS AND GENERAL CONDITIONS: | (✓) |
| 1.1 | Delivery of: <i>Sealed Responses</i> , subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the solicitation closing date and time indicated herein for furnishing the County with goods, and or, services as detailed within the 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 strongly discourage Bidders from using the U.S.P.S. If a Bidder elects to use the United States Postal Service do NOT 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 “NON-RESPONSIVE”. They will not be opened/returned. | |
| 1.5 | Opening: Bids will be opened publicly at “Opening Date / Time”, per page one, and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy. | |
| 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 solicitation. | |
| 1.11 | Presentations / Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from any / all Bidders 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.) | |

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| 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 Net 30 after receipt of an invoice. We can not, and will not, agree to any other payment terms. Once products, or services, are received and accepted Taney County will process payment in full. Invoices need to be issued, and mailed, correctly, to the requesting department - not Purchasing. | |
| 1.16 | Requests for credit applications are not necessary and will – in most cases – not be processed. Requests for deposits are not necessary and will not be accepted. | |
| 1.17 | Any award agreement shall take effect upon the approval by the Taney County Commission. | |
| 1.18 | Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in said response being disqualified. | |
| 1.19 | Direct Email Address: An email address MUST be provided in order to receive award results. (Not a website.) We do not use U.S.P.S. for results only email. Final award results will be emailed to all responding Vendors. Please do not call for results. | |
| 1.20 | Results are always posted at: www.taneycounty.org . Please do not call for results. | |
| 1.21 | All questions for this solicitation must be submitted no later than 2:00 P.M. on Monday April 06, 2020. Questions must be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at nikki.lawrence@taneycountymmo.gov | |
| 1.22 | Aside from routine processing questions, if it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new / necessary modifications. | |
| 1.23 | Any /all solicitation impacting questions, causing the need for modifications, will be combined into one written Addendum with answers and explanations to cover any / all new issues. | |
| 1.24 | Any necessary Addendum is valid only if in writing and issued by the Taney County Purchasing Department. | |
| 1.25 | Any necessary Addendum will be emailed as close as possible to the day following the deadline listed in item #1.21 above, 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. | |
| 1.26 | When an Addendum is necessary it is a formal / legal process which Bidders are required to formally respond to. Follow the instructions as indicated in detail on the Addendum itself. | |

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| 1.27 | Any necessary Addendum will also be posted on the Taney County website attached at the end of the solicitation there. An indication in red, placed at the end of the affected bid, will alert website visitors as to the presence of an Addendum – if / when one is needed. | |
| 1.28 | 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 solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other suppliers. Always acting in the best interest of Taney County Missouri. | |
| 1.29 | Agreement: The entire contents of response documents submitted by the successful Bidder to this request shall include all bid documents and will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ____" at the bottom of each page after completing each page. Any responses not complying with this condition may be considered non-responsive. The Awarded Vendor(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. | |
| 1.30 | Our standard Sample agreement currently being used by Taney County, in most cases, is attached here to assist. It is not necessary to fill in the blanks of said "Sample". This sample is for reference purposes only. The County reserves the right to use other agreement versions should our Legal Services Department decide another version would better serve the needs of Taney County Missouri as they pertain to those requested within this solicitation. | |
| 1.31 | 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." | |
| 1.32 | Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at www.taneycounty.org . (Purchasing Department Page.) | |
| 1.33 | Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their responses. | |
| 1.34 | 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. | |
| 1.35 | Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. | |
| 1.36 | Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use. | |
| 1.37 | 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 bids for Concrete as listed within the following specifications. Interested parties should complete the following information requests, as asked for, with their lowest possible prices.
- 2.2 All pricing **MUST** remain in effect, available without increase, for one year from date of award.
- 2.3 Surcharges – OF ANY NATURE, will **NOT** be accepted or paid for during the full course of the awarded period.
- 2.4 The County will **NOT** be required to purchase any/all, nor minimums/maximums as per the quantities listed within this solicitation. (Listed quantities are annual estimates.)
- 2.5 All materials shall be in accordance with the requirements of the 2004 Missouri Standard Specifications for Highway Construction and/or following specifications.
- 2.6 Material quantities shown on the material bid represent an estimate and should not be taken as commitment by the county as to the quantity of material that will be used during the 2020-2021 maintenance year.
- 2.7 Submitted pricing by the awarded Vendor shall remain in force for a minimum of twelve months from the date of award.
- 2.8 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.
- 2.9 All material is to be furnished to the County in accordance with directions given on the material bid.
- 2.10 Bids may be awarded for each group listed. Taney County reserves the right to reject any and or all bids and to waive any and or all technicalities.
- 2.11 For questions concerning the below listed specifications, or any other technical questions, please feel free to call either:

Devin Huff
Administrator
Taney County Road & Bridge
 417-546-7268 (office) 417-527-2733 (cell)
devin.huff@taneycountymo.gov

3. SPECIFICATIONS / PRICING:

All prices **MUST** include delivery per the below table. Mileage costs, if any, must be included in all bid pricing responses or via submitted mileage sheets. The Director of Purchasing will not approve any Purchase Orders after award that include or indicate charges for mileage in addition to what is covered by the requirements stated here. Should this occur Taney County reserves the right to terminate contract and award to the next lowest bidder. Bid Responses **MUST** use / fill in the "UNIT PRICE" columns below.

| 3.1) <u>CONCRETE FURNISHED & DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY</u> (Mileage sheets MUST be included within this Bid response.): | | | | |
|--|--------------------|-----------------|----------------|------------------|
| Item # | Description | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| 3.1.1 | Concrete Class B-1 | 300 | Cubic Yards | |
| 3.1.2 | Standard 6-Bag Mix | 300 | Cubic Yards | |
| 3.1.3 | Flowable Fill | 300 | Ton | |

For Sections 4, 5, and 6, as follows, please check (✓) off the appropriate box.
 C = Comply with item. (In some cases this will serve as a simple acknowledgement.)
 D = Do not / cannot not comply with item.
 E = Exception taken to item. (A full explanation should be provided for any/all exceptions.)

The total number of exceptions will be included in combination with total bid price for comparison purposes toward award recommendation. Make sure to explain all exceptions.

| | | | | |
|-----|---|---|---|---|
| 4. | BIDDER DIRECTIVES: | C | D | E |
| 4.1 | Standard payment terms are Net 30 after receipt of invoice, no exceptions. | | | |
| 4.2 | Response time/delivery: <input type="text"/> (After Receipt of Order.) | | | |
| | | | | |
| 5. | TOTAL PRICE INCLUSIONS, TAX EXEMPTION, and INSURANCE: | C | D | E |
| 5.1 | Do not include Federal Excise Tax or Sales and Use Taxes in your Bid Response, as state law exempts the County from these taxes. | | | |
| 5.2 | Compensation Insurance – The Contractor shall take out and maintain during the life of this contract, Employee’s Liability and Worker’s Compensation Insurance for all of their employees employed at the site of work. Worker’s Compensation coverage shall meet Missouri statutory limits. Employee’s Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, \$1,000,000.00 policy limit. | | | |
| 5.3 | Comprehensive General Liability Insurance – The Contractor shall take out and maintain during the life of this contract. The amounts of insurance shall not be less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. | | | |
| 5.4 | Commercial Automobile Liability – The Contractor shall take out & maintain during the life of this contract, automobile liability insurance in an amount not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks, both on and off the site of work. | | | |
| 5.5 | Proof of Carriage of Insurance – The Contractor shall furnish the County with Certificate of Insurance which names the County as additional insured. | | | |

| 6. | STANDARD TERMS AND CONDITIONS: | C | D | E |
|------|--|---|---|---|
| 6.1 | The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. | | | |
| 6.2 | Bidders must use ALL bid forms provided for the purpose of submitting bids, and must return ALL bid sheets comprised in this solicitation – in same order as received, give the unit price, extended totals, and sign the bid. | | | |
| 6.3 | 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. | | | |
| 6.4 | The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the bid. | | | |
| 6.5 | 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. | | | |
| 6.6 | 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. | | | |
| 6.7 | Failure to deliver as guaranteed may disqualify Bidder from future bidding. | | | |
| 6.8 | Prices must be as stated in units of quantity specified, and must be firm. | | | |
| 6.9 | 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. | | | |
| 6.10 | The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening. | | | |
| 6.11 | In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern. | | | |
| 6.12 | 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. | | | |

7. 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 # 202003-444 Concrete

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

8. 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: 417-546-3931
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 | (✓) |
|--------|--|-----|
| 8.1 | The County cannot, and WILL not, accept any late bids. Late packages WILL NOT be opened or returned. | |
| 8.2 | No fax or electronic transmitted bids WILL be accepted. Bid responses received via Fax WILL REJECT that Vendor from any participation in this bid. | |
| 8.3 | 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. | |
| 8.4 | Remember to sign the bid sheet as this is mandatory. Missing signature WILL REJECT. | |
| 8.5 | Un-readable responses, including an unreadable email address, MAY REJECT. | |
| 8.6 | Three COMPLETE copies of bid response are REQUIRED. Please indicate copies versus original. One sided copies ONLY. A double-sided response is not considered an acceptable "legal" document for our purposes. Failure to include the correct number of copies or two sided copies MAY REJECT. | |
| 8.7 | Include, in your response, ALL pages of the bid document initialed by hand, not typed, where asked for on each page bottom. Incomplete responses MAY REJECT. | |

AGREEMENT (Sample)
for
CONCRETE

THIS AGREEMENT dated the _____ day of _____ 202_ 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 Concrete ("Product"), shall include the Contractor's bid response to County's Request For Bid #202003-444 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 price as quoted in attached bid response and as listed within the below table. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

| CONCRETE FURNISHED & DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY (Mileage sheets MUST be included within this Bid response.): | | | |
|---|-----------------|----------------|------------------|
| Description | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| Concrete Class B-1 | 300 | Cubic Yards | |
| Standard 6-Bag Mix | 300 | Cubic Yards | |
| Flowable Fill | 300 | Cubic Yards | |

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months subject to the provisions for termination specified below. This agreement may only be extended by the order of the County for one (1) additional one (1) year period subject to the pricing, not to exceed a 5% increase, and delivery clauses as agreed to, and offered by the Contractor's 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 expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202003-444 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

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

“Contractor” _____

Taney County Missouri
By: Taney County Commission

Authorized Person (PRINT)

Mike Scofield, Presiding Commissioner

Title

Date

Signature

Attest:

Donna Neeley, County Clerk

Date

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 |
|-----------|------|-----------------------|