



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Planning & Zoning COVID
Office Upgrade
RFP #202010-459

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:

| | |
|--|--|
| October 31, 2020 – November 23, 2020 | Proposal Release Date / Advertising Period |
| November 16, 2020 at 2:00 P.M. | Deadline For Submitting Questions |
| <u>November 23, 2020 at 5:00 P.M.</u> | <u>Closing Date / Time</u> |
| <u>November 24, 2020 at 9:30 A.M.</u> | <u>Opening Date / Time</u> |

Responding Vendor / Company Name

City / State

TOTAL PROPOSAL PRICE: _____

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Commodity Title: PLANNING & ZONING COVID OFFICE UPGRADE
PLEASE MARK YOUR ENVELOPE "SEALED PROPOSAL #202010-459"
RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

Proposal 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

Proposal Opening

Location / Address: Taney County Commission Hearing Room (Old Courthouse)
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 Proposal." Type or print information below. **Submitter 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 proposal 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 proposal 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 Submitter must comply with this requirement in order to be considered for award.

The Purchasing Department is responsible for the proposal opening at the time and place noted in this solicitation. If a Vendor wants a copy of the proposal tabulation they must include a direct email address, not website, in order to

receive results. Obviously sealed proposals 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 (✓), in the box adjacent to the section number, in order 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.

Section 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1

Delivery of: *Sealed Responses*, 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: *Sealed Responses* 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: Because there is no mail delivery service at our offices, we **strongly** discourage Submitters from using the U.S.P.S. If a Submitter elects to use the United States Postal Service, do **NOT** send "return receipt requested" on our end, as we are not staffed appropriately to wait in line at the Post Office *when their counter is open* to sign for a proposal response package. IN ADDITION, 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 Submitter's responsibility, not the County, nor the Post Office, to ensure responses are delivered in a timely fashion, 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 or returned.

1.5

Opening: Proposals 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 proposal number and dates of closing & opening. List the proposal number on the outside of the box or envelope and note "*Response to Request for*

Proposal enclosed with a return name & address. No fax or electronic transmitted responses will be accepted. Make sure your package indicates "PROPOSAL", with the PROPOSAL NUMBER - on the final outside surface of your package.

1.9

No Proposal: If you elect not to submit a response, return the No Proposal Response Form in section #5 of this package, and note your reason. (Optional). An email is preferred for a "No Proposal" response.

1.10

Submitter Expenses: This County is not responsible for any expenses which Submitters 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 Submitter in connection with such interviews, presentations, or inspections. (i.e. travel accommodations, etc.)

1.12

Proposal 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. Submitters 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

Proposal 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

1.21

All questions for this solicitation must be submitted no later than 2:00 P.M. on Monday, November 16, 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@taneycountymo.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 DPI (Direct Proposal 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 Submitters are required to formally respond to. Follow the instructions as indicated in detail on the Addendum itself.

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 proposal, 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 Submitter to this request shall include all proposal documents and will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Submitter shall initial all pages where the document denotes "Submitter'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, Submitters must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Submitter'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, Proposal Tabulations, and Proposal 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 Submitters 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 Submitter 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/Specifications:

The Taney County Purchasing Department is seeking proposals from vendors who can provide an upgrade in the Office of the Planning & Zoning Department, due to the impacts of COVID-19, specifically the lobby area. Respondents MUST include pricing in their response. See all specifications / requirements below.

- 2.1 The awarded bidder shall furnish office upgrades for the lobby area of the Taney County Planning & Zoning Department.
- 2.2 All pricing MUST remain in effect, without increase, for one year from date of award.
- 2.3 Expansion to the lobby area, including removing 2 walls and rebuilding in a different location, allowing for more space and the removal of a double interior commercial store front door to be replaced with a customer service window.
- 2.3 BID price MUST include delivery of products to the Taney County Planning & Zoning as detailed within the following specifications.
- 2.4 Once awarded a subsequent contract is expected to remain in place for one year, unless otherwise ordered by the Taney County Commission.
- 2.5 For questions concerning ALL listed specifications, or any technical questions, the below "Department Point of Contact" MUST be contacted:

Scott Starrett, (417) 546-0764, Administrator
Taney County Planning & Zoning
scott.starrett@taneycountymo.gov

Section 3 and 4. SPECIFICATIONS & STANDARD TERMS AND CONDITIONS

Please check (✓) off the appropriate box to indicate compliance or not. The County will always look for 100% COMPLIANCE. These "SPECIFICATION" and "STANDARD TERMS AND CONDITIONS" are absolutely critical to all County solicitations. We suggest that if after reviewing each of the following items if any potential participant feels they are not able to comply with ALL - they should probably not submit a bid response to our solicitation. All "D" check (✓) marks will be considered very strongly toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

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

D = Do not / cannot comply with item.

3. SPECIFICATIONS:

| C | D | |
|---|---|--|
| — | — | 3.1 Remove existing walls, where the customer service windows currently exist |
| — | — | 3.2 Construct 2 walls, approximately 10' 2"width x 9'height. (2x4 framed with 5/8 drywall on each side) in the new location. |
| — | — | 3.3 Prep one wall for 36" steel commercial door with steel frame. |
| — | — | 3.4 Prepare an opening for a 48" x 36" glass stopped in finished cased opening for viewing purposes in each new wall. |
| — | — | 3.5 Finish and paint the new drywall. |
| — | — | 3.6 Remove and repair the suspended ceiling and lights that might be affected by wall removal, In order to match new wall locations. |
| — | — | 3.7 Move any electric found in existing walls. |
| — | — | 3.8 Raise floor in expanded lobby area to match existing and prep for floor covering. |
| — | — | 3.9 Install Taney County steel commercial door (provided), frame, lock and panic bar. |
| — | — | 3.10 Remove 6' x 7' commercial store front door. |
| — | — | 3.11 Frame the opening where the door was for the 192" x 50" new customer service window area. |
| — | — | 3.12 Raise the platform behind the customer service window area to match the existing platform. |
| — | — | 3.13 Install shelves under customer service window area. |
| — | — | 3.14 Install 27" wide counter top at the customer service window. |
| — | — | 3.15 Build a ramp from the new 36" steel commercial door to the floor in the office area to comply with ADA requirements |
| — | — | 3.16 Install floor covering "to be determined" on platforms in lobby and office areas. |

- 3.17 Add spindles and railing to extend wall on platform in office area.
- 3.18 Install handrail on wall and platform for step on platform in office area.
- 3.19 Paint door, shelves and walls as needed.
- 3.20 Stain and install trim for cased glass openings.
- 3.21 See Appendix A, B for drawings of the area.
- 3.22 This RFP requires a Mandatory Pre-Bid Inspection of the applicable County facility, Taney County Planning & Zoning Office, to be scheduled one at a time per Vendor with the Planning & Zoning Administrator. A mandatory inspection verification form will be available / completed at the time of the inspection. This form MUST be delivered to the Purchasing Department by the Planning & Zoning Administrator prior to the bid closing date and time.
- 3.23 All work completed / provided on County property, by non-County employees, MUST Comply with Prevailing Wage requirements. (State of Missouri Annual Wage Order #27 specific to Taney County, as available on the Taney County Purchasing Department home page – as well as included at the end of this full Proposal Package.
- 3.24 **This project MUST be completed and billed by December 30, 2020.**
- 3.25 The County will NOT be held to any maximums, or minimums when ordering.
- 3.26 Physical location of the upgrade is: Taney County Planning & Zoning, 207 David Street, Forsyth, Missouri, 65653.
- 3.27 **MANDATORY: Specific bid pricing MUST be listed using the table on the cover page of this bid. A check mark here in the “C” column acknowledges pricing has been added accordingly to the cover page as required. THANK YOU...**
- 3.28 Response time/delivery: _____ (After Receipt of Order.)
- 3.29 Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as law exempts the County from them.

4. STANDARD TERMS AND CONDITIONS:

- | C | D | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4.3 Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid completing each section – in same order as received, give the unit price, extended totals, and sign the bid. |

- — 4.4 When products or materials of any particular producer or manufacturer are mentioned in Our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- — 4.5 The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the bid.
- — 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 bidding.
- — 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 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.
- — 4.12 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- — 4.13 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.

PROPOSAL 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 proposal, please complete the below form and return it to the Purchasing Department by email.

Thank you...

RFP #202010-459 Planning & Zoning COVID Office Upgrade

| | |
|--|--|
| Business Name: | |
| Address: | |
| Telephone: | |
| Contact Person: | |
| Date: | |
| Reason(s) for not Submitting: | |
| | |
| | |
| Would you like to be removed from our list(s) for future proposals/bids? (<input type="checkbox"/> Yes or <input type="checkbox"/> No.) | |

5. FINAL COMPLIANCE CHECKLIST: By using the below table as a checklist you will help to insure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with all of the below listed requirements or it may not be included for consideration. Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could 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...*

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

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 proposals. Late packages will not be opened or returned. | |
| 6.2 | No fax or electronic transmitted proposals will be accepted. Proposal responses received via fax will disqualify that Vendor from any participation in this proposal. | |
| 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 proposal 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
Planning & Zoning COVID Office Upgrade

THIS AGREEMENT dated the _____ day of _____ 2020 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 consideration and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Product and Service Agreement for the purpose of upgrading the front office of the Planning & Zoning office due to COVID-19. ("Service") shall include the Contractor's bid response to County's Request For Bid # 202010-459 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to provide to the County the Service described in this Agreement. The Price shall not exceed \$_____. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202010-459 for tracking. 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



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/qc_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*.

**COUNTY OF TANEY - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$6,000.00)**

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

_____ Affiant _____ Date

_____ Printed Name

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

_____ Notary Public

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

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of _____)
State of _____)ss)

My name is _____. I am an authorized agent of _____
_____ (Company). I am aware of the requirements for OSHA training set out in §292.675
Revised Statutes of Missouri for those working on public works. All requirements of said statute have been
fully satisfied and there has been no exception to the full and complete compliance with said provisions relating
to the required OSHA training for all those who performed services on this public works contract for Taney
County, Missouri.

NAME OF PROJECT: _____

_____ Affiant Date

Printed Name

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

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to
the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec.
292.675.



Taney County, Missouri
RFP #202010-459
Planning & Zoning COVID
Office Upgrade
Addendum
November 6, 2020

This addendum is issued under Section 2. Scope of Services/Specifications; and Section 3. SPECIFICATIONS, on pages 6-8 of our solicitation #202010-459, new information has been inserted on specific lines, as list below, and **MUST** be check marked, if indicated, *on this document* as to whether you, the Vendor, "C - Comply" or "D - Do Not/Cannot". This document is now hereby incorporated into and made a part of the complete formal bid document package. Bidders are being reminded that receipt of this addendum **MUST** be acknowledged either within their bid responses package, or by email.

The Taney County solicitation for PLANNING & ZONING COVID OFFICE UPGRADE requirements & specifications are unchanged except as set forth herein, otherwise remaining in full force and effect.

Please note that the **RED** verbiage below, is indicative to the change:

Section 2.

2.3 Expansion to the lobby area, including removing 1 walls and rebuilding in a different location, allowing for more space and the removal of a double interior commercial store front door to be replaced with a customer service window.

Section 3.

| C | D | |
|---|---|---|
| — | — | 3.1 Remove existing walls, where the customer service windows currently exist (only remove and rebuild the customer service window on the Planning & Zoning side) |
| — | — | 3.2 Construct one (1) walls, approximately 10' 2"width x 9'heighth. (2x4 framed with 5/8 drywall on each side) in the new location. |
| — | — | 3.4 Prepare an opening for a 48" x 36" glass stopped in finished cased opening for viewing purposes in each one (1) new wall. |
| — | — | 3.11 Frame the opening where the door was for the 48 144 " x 50" new customer service window area. |
| — | — | 3.15 Build a ramp from the new 36" steel commercial door to the floor in the office area to comply with ADA requirements |

A second alternative is now being offered as an option for bidders. The Sewer District customer service window wall and window will stay the same with only the Planning & Zoning customer service window area being moved with a new customer service window approximately twelve (12) feet in width will be added along with the new steel door.

Nikki Lawrence, Director of Purchasing
132 David Street / P.O. Box 1630, Forsyth, Missouri, 65653
Telephone: (417) 546-7281

BIDDER has examined copy of this Addendum to RFB #202010-457, receipt of which is hereby acknowledged:

Company Name: _____ Address: _____

Phone Number: _____ E-mail address: _____

Authorized Representative Signature: _____

Date: _____

Authorized Representative Printed Name: _____

Acknowledgement of this addendum may also be sent via email to:
nikki.lawrence@taneycountymo.gov