



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Transport and Marketing of Recyclable
Materials
RFP #202101-462

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:

January 9, 2021 – January 19, 2021	Proposal Release Date / Advertising Period
January 15, 2021 at 2:00 P.M.	Deadline For Submitting Questions
<u>January 19, 2021 at 5:00 P.M.</u>	<u>Closing Date / Time</u>
<u>January 20, 2021 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: TRANSPORT AND MARKETING OF RECYCLABLE MATERIALS
PLEASE MARK YOUR ENVELOPE "SEALED PROPOSAL
#202101-462"
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.

<hr/>		<hr/>	
Company Name		Authorized Person (Print)	
<hr/>		<hr/>	
Address		*Signature	
<hr/>		<hr/>	
City / County / State / Zip		Title	
<hr/>		<hr/>	
Telephone #	Fax #	Date	Tax ID #
<hr/>		<hr/>	
*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 Friday, January 15, 2021. 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 transportation and marketing of recyclable materials collected by the County. The intent to be inclusive of all items necessary to provide for the complete operation of a recycle center. Respondents MUST include pricing in their response. See all specifications / requirements below.

- 2.1 Items may be proposed together or by separate item classification, i.e. plastics, newspaper, cardboard, aluminum, tin/steel cans. Glass may be included but is not required.
- 2.2 All pricing MUST remain in effect, without increase, for one year from date of award.
- 2.3 Proposal should include specific information relating to the preparation of materials for market including but not limited to minimum bale sizes, weights and separation requirements.
- 2.4 Once awarded a subsequent contract is expected to remain in place for one year, unless otherwise ordered by the Taney County Commission, and may renew the contract for up to four (4) additional one (1) year terms, upon written notice.
- 2.5 For questions concerning ALL listed specifications, or any technical questions, the below "Department Point of Contact" MUST be contacted:

Devin Huff, Administrator
Taney County Road & Bridge
(417) 527-2733
devin.huff@taneycountvmo.gov

Scott Starrett, Administrator
Taney County Planning & Zoning
(417) 546-0764
scott.starrett@taneycountvmo.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 Furnish collection containers, which will allow for the segregation of materials collected, depending on whether material is marketed loose or baled. Cost of containers shall be included in bid. |
| — | — | 3.2 Furnish one down stroke baler capable of baling either plastic or tin. Baler may be used MUST be in good working condition. Contractor shall be required to furnish all wire needed for baling of all materials. |
| — | — | 3.3 Provide efficient pick-up of materials. |
| — | — | 3.4 Cooperate and coordinate fully with the County's efforts to encourage recycling and shall not be required to provide personnel or materials to encourage such efforts but shall not act in any manner, which is in conflict with the County's efforts. |
| — | — | 3.5 Shall pick up and transport collected recyclable materials to the appropriate market places; sell recyclable materials in a manner and to such markets which insure the materials will be recycled. The County may (shall) request bills of lading with weights and destinations of any materials taken from the Taney County Recycle Center. Shall collect such materials on a schedule, which allows efficient and effective operation of the site as directed by the County. From time to time, the County may direct a change of the frequency of pick-ups (as volume changes). Shall supply weights of materials to the County within 30 days of removal from the site. |
| — | — | 3.6 Provide and maintain all containers and processing equipment in such condition and in a manner appropriate for public exposure and which is acceptable to the County. Shall be responsible for any damage to the site caused by the proposer's personnel or equipment. |
| — | — | 3.7 Provide payment for recyclable materials within 30 days of pickup. Failure to do so may be grounds for cancellation of the contract. |

RECYCLABLE MATERIALS

- | | | |
|---|---|---|
| — | — | 3.8 Materials that may be collected, transported, separated, and marketed are listed below:

Materials may be added or deleted from each group at the discretion of the County. Materials not listed in any of the following groups may be added upon mutual agreement between the County and the Proposer. Additional materials may be proposed to be included in the Scope of Work. Collection volumes are included in each category below. |
|---|---|---|

Materials Collected: The County estimates the following annual weights:

OCC	140 tons
Newsprint/Magazines	81 tons
Shredded paper	6 tons
Mixed Paper	114 tons
Sorted Office Paper	16 tons
#1 Plastics	18 tons
#2 Plastics	15 tons
Other Plastics #3-7	7 tons
Tin/steel	19 tons
Aluminum	5 tons

EQUIPMENT REQUIREMENTS

- — 3.9 The Taney County Recycle Center currently owns two (2) down stroke balers which bale shredded paper and aluminum; and two (2) horizontal balers for #1 plastic and cardboard, with an additional baler for #2 plastic. Tin is currently being shipped in gaylord's. A box trailer is also provided, which is loaded with plastics, tin, aluminum and paper. Shall provide trailer(s) to trade out. Shall provide wire for balers. Proposal should include replacement equipment or alternative plan for preparation of materials for market. Proposer shall provide orientation and training for Taney County Recycle Center employee upon receipt of contract and orientation and training for any necessary changes in processing of materials for market. Proposer shall also provide on-going coordination with the Recycle Center Manager.

PROPOSAL REQUIREMENTS

- — 3.10 Proposal should include minimum size, quality and weight requirements for baled materials, transportation cost and rental cost for equipment. Proposal must include use of one downstroke baler for #2 plastics.

COMBINATION OF SERVICES

- — 3.11 The County reserves the right to select any combination of services submitted. The County also reserves the right to add or remove materials at its discretion.

TERM

- — 3.12 The term of this contract shall be for one year beginning on the effective date of the contract. The County may, at its sole discretion, extend the contract for up to four (4) additional year terms upon written notice.
- — 3.13 This RFP requires a Mandatory Pre-Bid Inspection of the applicable County facility, Taney County Recycle Center, to be scheduled one at a time per Vendor with the Road & Bridge 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 Road & Bridge Administrator prior to the bid closing date and time.
- — 3.14 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.

- 3.15 The County will NOT be held to any maximums, or minimums when ordering.
- 3.16 Physical location is: Taney County Recycle Center, 274 Buchanan Road, Branson, Missouri, 65616.
- 3.17 **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...**
- 3.18 Response time/delivery: _____ (After Receipt of Order.)
- 3.19 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4.8 Failure to deliver as guaranteed may disqualify Bidder from future bidding. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4.9 Prices must be as stated in units of quantity specified, and must be firm. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 #202101-462 Transport and Marketing of Recyclable Materials

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

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
Transport and Marketing of Recyclable Materials

THIS AGREEMENT dated the _____ day of January 2021 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 providing transport and marketing of recyclable materials. ("Service") shall include the Contractor's bid response to County's Request For Bid # 202101-462 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 Service 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. At the discretion of the Taney County Commission, up to four (4) additional one (1) year terms may be considered.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202101-462 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.

Taney County Missouri
By: Taney County Commission

"Contractor" _____

Authorized Person (PRINT)

Mike Scofield, Presiding Commissioner

Title

Date

Signature

Attest:

Date

Donna Neeley, County Clerk

Address:

AUDITOR CERTIFICATION

In accordance with 50.660 RSMo, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Signature Date Appropriation Account



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/ac_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/natedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/natedocuments/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 _____)
)ss
 State of _____)

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 #202101-462
Transport and Marketing of
Recyclable Materials
Addendum
January 13, 2021

This addendum is issued under Section 3. SPECIFICATIONS, Section 4. STANDARD TERMS & CONDITIONS, on pages 7-10 of our solicitation #202101-462, 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.

Two (2) new sections were also inserted, titled EXHIBIT A – REFERENCES and EXHIBIT B – PRICING SHEET.

The Taney County solicitation for TRANSPORT AND MARKETING OF RECYCLABLE MATERIALS 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 3.

C D
 — — 3.20 Complete the table below.

PRODUCT	PRICING
Baled mixed plastic (#1-2) per ton	
Baled shredded paper per ton	
Loose gaylords steel/tin cans per ton	
Baled aluminum cans per ton	
Baled cardboard (OCC) per ton	
Loose mixed paper per ton	

Section 4.

— — 4.14 The submitter shall understand and agree that Taney County cannot save and hold harmless and/or indemnify the submitter or employees against any liability incurred or arising as a result of any activity of the submitter, or any activity of submitter’s employees related to the submitter’s performance under the contract. Therefore, the submitter must acquire and maintain adequate liability insurance in the form(s) and amount (s) sufficient to protect Taney County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contact. The submitter shall take out and maintain during the life of the

contract comprehensive general liability insurance which name Taney County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance published annually in the Missouri Register per Section 537.610 RSMo. For the life of the contract, Submitter shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000 and for any one person in a single accident or occurrence of at least \$500,000. Submitter shall maintain during the life of the contract Worker's Compensation Insurance for Submitter's employees' coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General Self-Insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Taney County is protected as an additional insured.

- 4.15 The submitter shall be responsible for any and all personal injury (including death) or property damage as a result of the submitter's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the submitter. In addition, the submitter assumes the obligation to save Taney County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The submitter also agrees to hold Taney County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the submitter under the terms of the contract. The submitter shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Taney County, including its agencies, employees, and assignees.

Exhibit A – References

List 3 Business References

Company Name:
Address:
Telephone No.
Email:

Company Name:
Address:
Telephone No.
Email:

Company Name:

Address:
Telephone No.
Email:

Exhibit B – Pricing Sheet

Product/Service	Size/Type	Frequency	Price (includes all fees)

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

SUBMITTER has examined copy of this Addendum to RFB #202101-462, 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