



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: HVAC System Replacement
RFB #202104-475

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:

April 3, 2021 – April 26, 2021

Proposal Release Date / Advertising Period

April 23, 2021 at 2:00 P.M.

Deadline For Submitting Questions

April 26, 2021 at 5:00 P.M.

Closing Date / Time

April 28, 2020 at 9:30 A.M.

Opening Date / Time

Responding Vendor / Company Name

City / State

Total Bid Price: \$ _____

SECTION	TABLE OF CONTENTS	PAGE
	Cover Sheet. Solicitation Title & Type, Deadlines, Bid Price, and Table of Contents	1
	Commodity Title, Submission Locations, and Vendor Information Form	2
	Introduction & Basic Processing Information	2
1	Instructions and General Conditions	3-6
2	Scope of Services Compliance Requirements	6-7
3	Specifications / Bid Response Pricing	7-10
4	Standard Terms and Conditions	11
	Exhibit A	12
5	No Bid Response Form	13
6	Final Compliance Checklist	13
	Sample Agreement (REFERENCE ONLY)	14-15
	Additional Forms	16-22

Commodity Title: HVAC System Replacement
PLEASE MARK YOUR ENVELOPE "SEALED BID #202104-475"
RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

Bid Submission

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

Bid Opening

Location / Address: Taney County Commission Hearing Room (Old Courthouse)
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 Submitter 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 (✓), 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 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 are not staffed appropriately to wait in line at the Post Office *when their counter is open* to sign for a bid 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 Bidder'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: 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 "*Response to Request for Bid enclosed*" 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 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.)

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

1.21

All questions for this solicitation must be submitted no later than 2:00 P.M. on Friday, April 23, 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 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.

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 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/Specifications:

The Taney County Purchasing Department is seeking responses to this RFB for the best HVAC System Replacement available at the lowest cost to the County. The Taney County Airport requires a removal and replacement of this unit and will assist in reviewing all responses to this Request For Bid.

- 2.1 The awarded vendor must provide removal and replacement of the HVAC Unit.
- 2.2 Physical location of removal/replacement is: 491 Blue Sky Lane, Hollister, Mo 65672.
- 2.3 NO Subcontractors shall be used without prior approval of Mike Mulnik, Taney County Airport Manager.
- 2.4 Contractor Qualifications and Experience: MUST provide evidence of past experience in the type of work for a minimum of three (3) years. (Submit written references on a separate document)
- 2.5 The Contractor MUST provide evidence that they have been licensed as an HVAC Contractor in the State of Missouri for a period of not less than two (2) consecutive years immediately preceding the submission of this bid. MUST have established offices in the Springfield, Branson, or Forsyth areas and currently be engaged in the business of such work.
- 2.6 Shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances and rules and regulations of any kind. Copies of licenses are to be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7 The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve

the bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.

- 2.8 In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
 - 2.8.1.1 All pertinent requirements of the local codes and utility companies.
 - 2.8.1.2 National Electric Code, latest edition.
 - 2.8.1.3 Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.9 The Contractor will be responsible for obtaining any and all required permits. The County shall NOT be responsible for the cost of any and all permits unless approved by Mike Mulnik.
- 2.10 For questions concerning the below listed specifications, or any other technical questions, please feel free to call:

Mike Mulnik, Taney County Airport Manager
 417-332-1848 (ofc) 417-231-2615 (c)
mike.mulnik@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:

For items 3.1 through 3.7, you MUST provide the cost, which will allow the Department Contact to make the best choice for the needs of this HVAC System Replacement.

C	D	
—	—	3.1 Removal and installation of air handler will require removal and reinstallation of suspended Ceiling. \$
—	—	3.2 6 Ton High Efficiency Heat Pump \$
—	—	3.3 Matching Air Handler \$
—	—	3.4 Back Up Heat \$
—	—	3.5 Programmable Heat Pump Thermostat \$
—	—	3.6 Installation of new ducting to attach new unit to existing ducting. \$
—	—	3.7 Safety pan with kill switch underneath the unit. \$

- 3.8 This RFB requires a **MANDATORY PRE-BID** inspection, of the applicable County facilities, to be scheduled one at a time per Vendor with Taney County Airport Manager, Mike Mulnik. A mandatory inspection verification form will be available / completed at time of inspection. This completed form must be delivered to Purchasing, by the Airport Manager prior to the bid closing date & time.
- 3.9 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 Bid Package.)
- 3.10 Insurance Requirements Bonded & Insured: The Contractor shall not commence work until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 3.10.1 Compensation Insurance- Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
- 3.10.2 Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 3.10.3 Comprehensive General Liability Insurance- The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
- 3.10.4 If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance - the Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 3.10.5 Commercial Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering

both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams / trucks; hired automobiles, teams / trucks; on and off the site of work.

— — 3.10.6 The Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance- the Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

— — 3.10.7 Proof of Coverage of insurance: The Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

— — 3.10.8 Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Taney, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Taney from its own negligence.

— — 3.11 Cleaning: The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, Mike Mulnik, with Taney Airport shall be consulted.

— — 3.12 Property Damage: The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

— — 3.13 Repair/Warranties: The contractor shall guarantee all work performed under this contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the contractor.

— —

3.14 The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.

— —

3.15 Final Inspection and Approval: The contractor shall request Mike Mulnik, Taney County Airport Manager, to conduct a site inspection after the project is complete. A "punch-list" will be prepared during the inspection and a copy will be provided to the contractor. After the "punch-list" items have been corrected, the contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by Airport Manager, Mike Mulnik

— —

3.16 **FINAL BID PRICE FOR REMOVAL:** \$ _____

— —

3.17 **FINAL BID PRICE FOR INSTALLATION:** \$ _____

— —

3.18 **TOTAL BID PRICE:** \$ _____

— —

3.19 Submit the following with the bid:
-References and experience
-Key personnel
-Descriptive Literature

— —

3.20 Standard payment terms are Net30 after receipt of invoice, no exceptions.

— —

3.21 Response time/delivery: (After Receipt of Order.)

— —

3.22 ALL WARRANTY information MUST be included, list terms below:

— —

3.23 Include an updated W-9 form with your company information and signature. The formal, legal, company name as listed on submitted W-9 will be used on any subsequently awarded contract / agreement.

— —

3.21 The County will NOT be held to any maximums, or minimums when ordering.

— —

3.22 Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as law exempts the County from them.

— —

3.23 **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**

4. STANDARD TERMS AND CONDITIONS:

- | C | D | |
|---|---|---|
| — | — | 4.1 Responses shall include all charges for packing, delivery, installation, etc., (unless Otherwise specified) to the County Department identified in this Request for Bid. |
| — | — | 4.2 The Taney County Commission has the right to accept or reject any part or parts of all bids, To waive technicalities and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County. |
| — | — | 4.3 Bidders must use the bid 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. |

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

BID RESPONSE FORM: Completion of this short form is totally optional and is included within our solicitations simply as an additional “tool” to assist us overall in improving future solicitation processes. If you, or your company, has decided not to participate by *not* offering a proposal, please complete the below form and return it to the Purchasing Department by email.

Thank you...

RFB #202104-475 HVAC System Replacement

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
HVAC System Replacement

THIS AGREEMENT dated the _____ day of _____ 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 Agreement for HVAC System Replacement ("Service") shall include the Contractor's bid response to County's Request For Bid # 202104-475 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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. Service provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Service per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$_____. 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 fully executed and terminate upon expiration of all applicable warranties. This agreement may be only be extended by the Order of the Commission.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202104-475 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)

Title

Signature

Date

Mike Scofield, Presiding Commissioner

Date

Attest:

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*.

RFP #202104-475 HVAC System Replacement
 Taney County, Missouri
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

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

**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___.

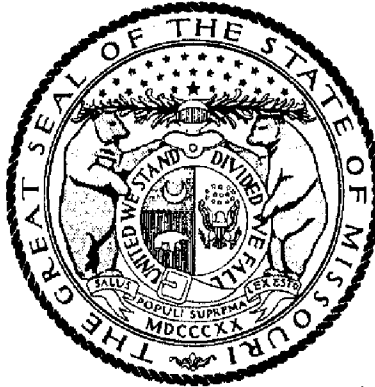
Notary Public

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.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

Section 110
TANEY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$21.62
Boilermaker	*\$18.54
Bricklayer	*\$18.54
Carpenter	\$43.63
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$18.54
Plasterer	
Communications Technician	*\$18.54
Electrician (Inside Wireman)	*\$18.54
Electrician Outside Lineman	*\$18.54
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$18.54
Glazier	*\$18.54
Ironworker	\$59.79
Laborer	\$36.44
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$18.54
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$18.54
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$18.54
Plumber	*\$18.54
Pipe Fitter	
Roofer	*\$18.54
Sheet Metal Worker	\$71.12
Sprinkler Fitter	*\$18.54
Truck Driver	*\$18.54
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
TANEY County

Section 110

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	*\$18.54
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$18.54
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$40.23
General Laborer	
Skilled Laborer	
Operating Engineer	*\$18.54
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$18.54
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.