



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Power Broom (1 or more)
RFB #202107-483

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:

July 17, 2021 – July 26, 2021

Proposal Release Date / Advertising Period

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

Deadline For Submitting Questions

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

Closing Date / Time

July 28, 2021 at 9:30 A.M.

Opening Date / Time

Responding Vendor / Company Name

City / State

TOTAL BID PRICE

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Commodity Title: POWER BROOM (1 or more)
PLEASE MARK YOUR ENVELOPE "SEALED BID #202107-483"
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, July 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 sealed bids for Power Broom (1 or more) available at the lowest cost to the County. This piece of equipment is requested by the Taney County Road & Bridge Department, who will be assisting in the review of all responses received. Interested parties should complete the following information requests, as asked for, with their lowest possible prices.

- 2.1 All pricing MUST include delivery to: 195 Gilbert Lane, Hilda Shop, Kissee Mills, Missouri 65680
- 2.2 All pricing MUST remain in effect, without increase, for one year from date of award.
- 2.3 Bids MUST be submitted from established/licensed suppliers.
- 2.4 The County will not be required to purchase any/all, nor minimums/maximums.
- 2.5 For questions concerning any listed specifications, or other requested product technicalities, please feel free to contact:

Devin Huff, Taney County Road & Bridge Administrator
(417) 546-7268 (o) / (417) 527-2733 (c)
devin.huff@taneycountymo.gov

Section 3 and 4. SPECIFICATIONS & STANDARD TERMS AND CONDITIONS

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

C = Comply with item. (In some cases this will serve as a simple acknowledgement.)
D = Do not / cannot comply with item.

3. SPECIFICATIONS:

C	D	
___	___	3.1 Frame shall be constructed of heavy .25" - 5" X 3" and 6" X 3" rectangle tubing. Shall have 4 Heavy Duty "D" Rings, 2 located at the front of the frame and 2 at the rear for proper load retention during transport.
___	___	3.2 Cab shall be constructed with the ROPS incorporated into it. I must meet ISO-3471 Standards.
___	___	3.3 Cab shall be isolation mounted to frame, setting on Barry 22004 mounts or equivalent and retained with .875" Grade 8 bolts.
___	___	3.4 Cab is to be equipped with a semi round windshield making the complete broom head visible even when it is fully side shifted up to 16" in either direction.
___	___	3.5 Cab is to include a pressurized 33,000 BTU A/C system with variable temperature and fan speed control. A/C vents to be incorporated in cab headliner. Cab heater and defroster are included.
___	___	3.6 Cab is to include a MSG95/741 Air seat which shall include: adjustable LH and RH arm rests, seat Fore and aft adjustment, handle for height and weight adjustment, handle for backrest angle adjustment, retractable seat belt.
___	___	3.7 Cab is to include a steering column that adjusts both back and forth as well as in and out to accommodate all sizes of operators. Turn signal light indicator, high / low beam indicator, park brake indicator and emergency flasher switch to be located on steering column for easy visibility.
___	___	3.8 Cab is to include interior dome light.
___	___	3.9 Cab is to include and AM/FM radio with heavy duty speakers.
___	___	3.10 Cab is to include an acoustical diamond thread floor mat.
___	___	3.11 Cab door to include locking door handle.
___	___	3.12 Cab and door shall have a 3 point entry from ground level with diamond tread plate steps and fenders for easy and safe entry and exit of the cab. Steel frame door handle and steel grab handle on side of cab.
___	___	3.13 Cab shall include 2 speed windshield wiper with washer. Switch is located on the operator console.
___	___	3.14 Murphy PV780B display console or equivalent mounted for optimum operator visibility. Display shall include the following machine / engine functions: Backup camera shall display rearward view behind sweeper when reverse pedal is depressed, Display converts to full screen backup monitor, Backup camera shall be waterproof, Night Vision HD with Super Wide Angle – 201 degrees, Engine Oil Pressure, Engine Water Temperature, Hydraulic Oil Temperature, Fuel Level, Sprinkler tank low level indicator, Battery voltage, Hour Meter, Engine RPM, Sweeper speed (MPH).
___	___	3.15 Variable Broom speed / forward – reverse rotation switch located on operator console.
___	___	3.16 Variable down pressure switch located on operator console.

- ___ ___ 3.17 USB port located on operator console.
- ___ ___ 3.18 Traffic horn with horn button mount on steering column. Horn is 115 dB.
- ___ ___ 3.19 Joystick control for broom up / down and broom angle functions. A single lever control is used for the 16" broom side shift.
- ___ ___ 3.20 Foot pedal control for Forward and Reverse movement of the sweeper. Foot pedal shall incorporate backup control signal as well as the signal for the back up alarm – 97 dB.
- ___ ___ 3.21 Hydraulic brake foot valve located left of steering column mounted to the cab floor.
- ___ ___ 3.22 Rear mounted engine rated at 74 hp. Minimum 275 cubic inch (4.5 Liter). Tier 4 Final compliant diesel engine. Air cleaner to be dual element dry type with pre cleaner. 12 volt electrical system with 95 amp alternator and 950 CC amp battery. Engine compartment shall be completely covered with hinged doors with locking handles. Doors shall be equipped with gas spring cylinders adequate enough to hold doors open for inspection or servicing in engine compartment. Audible engine alarm.
- ___ ___ 3.23 Transmission shall be fully hydrostatic, with 2 speed motor. Variable speeds up to 19 mph. A 7 micron suction filter will provide oil to the hydrostatic pump. System components include a Rexroth variable displacement direct engine driven pump with a Rexroth variable displacement 2 speed motor bolted directly to the drive axle. A hydraulic foot pedal valve is used to control forward and reverse movement.
- ___ ___ 3.24 Sweeper shall be equipped with an industrial type drive axle with outboard planetaries and internal wet disc brakes. Axle shall be rated at a minimum of 14,550 lbs. static load. Axle shall have a secondary brake dedicated to a park brake which is applied with a lever located inside of the cab. Indicator light to show if brake is applied is located on the steering column.
- ___ ___ 3.25 Rear steering axle shall be constructed of 5" X 3" – 3/16" tubing. Steering spindles shall be a minimum of 1.75" diameter steel. Axle includes heavy duty 6 bolt hubs. Rear steering is accomplished with 2 steering cylinders.
- ___ ___ 3.26 Steering shall be with an open center orbitrol with power beyond. Dual rear steering cylinders.
- ___ ___ 3.27 Tires shall be P245/75R16 Radial 10 ply or heavier. Tires shall be mounted on industrial type 16" wheels with .375" plate formed center wheels.
- ___ ___ 3.28 Broom core shall be of steel construction. It shall be 10" in diameter by 8' in length, filled with customers choice of an All Poly brush kit or a Half Wire / Half Poly brush kit. Brush is to be powered by an independent hydraulic motor directly driving the brush core and mounted inside of the broom core. A rubber shield shall be provide to deflect flying debris from damaging parts of the sweeper. Brush assembly shall 14 gauge metal cover the length of the broom core and covering 140 degrees. Broom assembly shall be able to side shift hydraulically from a control in the cab console. It shall be able to be shifted while broom is engaged in sweeping, 16" either side of center.
- ___ ___ 3.29 Variable boom speed with forward and reverse rotation is standard equipment.
- ___ ___ 3.30 Side shift shall be a minimum of 16" of travel in either direction. Side shifter shall be supported by and slide on 2" Crome shafts.
- ___ ___ 3.31 Sweeper shall be equipped with 145 gallon water sprinkler system. System shall include water tanks, plumbing and spray bar with brass nozzles. Sweeper shall be equipped with a NeSilex – Silica dust suppressant system.
- ___ ___ 3.32 A gear pump attached to the rear of the piston drive pump to deliver 27 GPM @ 2,600 RPM.
- ___ ___ 3.33 A four spool valve directs flow for broom up and down, broom angle and broom side shift. The fourth spool is for optional equipment.
- ___ ___ 3.34 A single spool valve allows broom rotation in both forward and reverse rotation and at the same time regulates broom speed.

- ___ ___ 3.35 Hydraulic system if plumbed with hose and fittings that are flat face o ring type.
- ___ ___ 3.36 Return oil is filtered through a 10 micron filter with cold oil bypass.
- ___ ___ 3.37 Sweeper shall have a tank cabinet to individually house Fuel Tank, Hydraulic Tank, and water tank. Locking doors to provide secure areas for the battery and NeSilex – Silica dust suppressant system.
- ___ ___ 3.38 Shall be equipped with 4 – Adjustable 7” - 120W flood lights at top front of cab. Shall be equipped with 2 – 1400 Lumen flood light at the top rear of the cab. Two red LED stop, turn, and caution lights mounted in engine compartment rear door. Two LED stop and turn signal lights mounted on either side of the top of the cab.
- ___ ___ 3.39 Shall be equipped with Eurostyle rear view mirrors. (8” X 15”) Flat and convex mirrors mount on LH and RH side of cab post. Mounts are breakaway design so that they can be pushed back into place if they are hit by something. Protects mirrors from brakeage.
- ___ ___ 3.40 Operating Dimensions / Weight
 - The weight of the sweeper excluding optional equipment shall be a minimum of 8,750 lbs.
 - Overall length – 18’ 6”
 - Overall Height - 102”
 - Overall Width - 108”
 - Transport Width – 8’ 4”
 - Turning Radius – 7’ 3”
 - Fuel Tank Capacity – 25 Gallon
 - Hydraulic Tank Capacity – 25 Gallon
 - Water Tank Capacity – 145 Gallon
- ___ ___ 3.41 Optional Equipment:
 - Amber beacon or strobe light
 - 265/75R-16 Tires 10 Ply
- ___ ___ 3.42 Delivery costs (FOB) to the Hilda Shop at the same physical address as listed in Section 2.1 of this bid MUST be included in the total bid price listed below.
- ___ ___ 3.43 **RESPONSE TIME/DELIVERY:** _____
(After receipt of Order)
- ___ ___ 3.44 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.
- ___ ___ 3.45 The County will NOT be held to any maximums, or minimums when ordering.
- ___ ___ 3.46 Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as law exempts the County from them.
- ___ ___ 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**
- ___ ___ 3.19 Provide all warranty information.

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.

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 #202107-483 Power Broom (1 or more)

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

for
Plat Cabinet

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 considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of one (1) Plat Cabinet ("Product") shall include the Contractor's bid response to County's Request For Bid # 202105-479 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Product provided under this Agreement shall not exceed \$_____, as quoted within the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202105-479 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

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

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

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

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

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

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

“Contractor”

Taney County Missouri
By: Taney County Commission

Authorized Person (PRINT)

Mike Scofield, Presiding Commissioner

Title

Date

Signature

Attest:

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