



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Septic System Services
RFB #202111-492

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

November 6, 2021 – December 6, 2021

Bid Release Date / Advertising Period

November 29, 2021 at 2:00 P.M.

Deadline For Submitting Questions

December 6, 2021 at 5:00 P.M.

Closing Date / Time

December 8, 2021 at 9:30 A.M.

Opening Date / Time

Responding Vendor / Company Name

City / State

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Commodity Title: SEPTIC SYSTEM SERVICES
PLEASE MARK YOUR ENVELOPE "SEALED BID #202111-492"
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 \$12,000. The County also uses this method when the life of a term and supply contract is valued more than \$12,000. A complete bid request package will contain well-defined standard technical specifications for the nature of the service or product(s) requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award.

The Purchasing Department is responsible for the bid opening at the time and place noted in this solicitation. If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results. Obviously sealed bids cannot be emailed so they must either be delivered by hand, courier, or U.S.P.S. (Please note U.S.P.S. concerns as listed in item #1.3 on the following page.)

All formal invitations for bid are handled by the Taney County Purchasing Department. However, technical requirements and product specifications are the responsibility of the specific requesting department as listed in sections #2 & #3.

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

Section #1 includes instructions, conditions, guidelines, requirements and other key factors that must be understood. Using the checkmark system here will assist Vendors in participating correctly and limit the possibility of their response being disqualified due to a technicality. **Use a checkmark (✓), 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 in section #5 of this package, and note your reason. (Optional). An email is preferred for a "No Bid" response.

1.10

Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this solicitation.

1.11

Presentations / Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from any / all Bidders prior to selection. The County will not be liable for any costs incurred by the Bidder in connection with such interviews, presentations, or inspections. (i.e. travel accommodations, etc.)

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 Monday, November 29, 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 bid, will alert website visitors as to the presence of an Addendum – if / when one is needed.

1.28

Award of Contract: The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other suppliers. Always acting in the best interest of Taney County Missouri.

1.29

Agreement: The entire contents of response documents submitted by the successful Bidder to this request shall include all bid documents and will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ____" at the bottom of each page after completing each page. Any responses not complying with this condition may be considered non-responsive. The Awarded Vendor(s), of this request, will follow up with a written agreement draft, working with our Legal Services Department, and oversee completion of that process to the mutual satisfaction of all parties working in harmony with this signed response.

1.30

Our standard *Sample* agreement currently being used by Taney County, in most cases, is attached here to assist. It is not necessary to fill in the blanks of said "*Sample*". This sample is for reference purposes only. The County reserves the right to use other agreement versions should our Legal Services Department decide another version would better serve the needs of Taney County Missouri as they pertain to those requested within this solicitation.

1.31

Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."

1.32

Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at www.taneycounty.org. (Purchasing Department Page.)

1.33

Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their responses.

1.34

Rejection or Correction of Responses: The County reserves the right to reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at our discretion whenever it is determined to be in the best interest of Taney County Missouri.

1.35

Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

1.36

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

1.37

Sunshine Laws: Per (Section 610.026 RSMo.) concerning public documents, all responses to this request will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of responses, must be made through the Taney County Clerk's Office (417-546-7202) requiring a Public Service Request Form (PSR). By law charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies.

Section 2. SCOPE OF SERVICES

The Taney County Purchasing Department is accepting and reviewing all responses to this RFB for Septic System Services for Taney County Environmental Services, at the best and lowest cost to the County.

- 2.1 The Taney County Purchasing Department is accepting and reviewing all responses to this RFB for SEPTIC SYSTEM SERVICES for eligible Taney County residential homeowners.
- 2.2 The Taney County Commission has decided to continue our successful program providing for the reimbursement of cost that a homeowner incurs when having their septic tank pumped out and serviced professionally. Since its inception, 3,163 tanks have been pumped out.
- 2.3 This program will continue to be offered as an effort to enhance the overall environment, protect, improve, and maintain the County's water quality and educate Taney County residents about the importance of regular septic tank maintenance.
- 2.4 The number of properties covered/eligible for participation is in direct correlation to the amount of funding put toward the project.
- 2.5 The program is offered to single family residential users only.
- 2.6 Non-Residential users are excluded from the program.
- 2.7 The program will only pay the cost to pump the septic tank of contents.
- 2.8 The cost to locate and/or remove overburden to access septic tank will be borne by the property owner.
- 2.9 If public or private centralized sewer service is available but not chosen, by the homeowner to connect to - they would not be eligible to participate in the program.
- 2.10 The program will not cover the cost to pump out a septic tank that is being pumped as a requirement to connect to a public or private centralized sewer system.
- 2.11 The program will not cover the cost to pump out a septic tank that is a component of a centralized public or private sewer system.
- 2.12 One pump out will be allowed per location every four (4) years.

- 2.13 By virtue of statutory authority, the Taney County Commission shall give preference to local services, within Taney County, when the price is the same or less.
- 2.14 Once awarded a subsequent contract is expected to remain in place for 12 months unless otherwise ordered by the Taney County Commission, with a one year renewal option.
- 2.15 For questions concerning ALL listed specifications, or ALL technical questions, the below "Department Point of Contact" MUST be contacted:

John Soutee, Taney County Environmental Services Project Coordinator
417-546-7238 (off) / 417-545-0950 (cell) / 417-546-8900
john.soutee@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 Contractor shall provide all labor and equipment necessary to carry out services being requested in a timely manner. |
| ___ | ___ | 3.2 Contractor shall provide and maintain a phone number that program participants can use to contact the contractor directly to schedule a pump out service date. |
| ___ | ___ | 3.3 Contractor shall work with program manager to insure all required paperwork is fully completed prior to performing any/all tank pump out service(s). |
| ___ | ___ | 3.4 Contractor will be required to complete form "B" of the application packet specific to each pump out location and return to the program manager. (Attached at the end of this Bid Package.) |
| ___ | ___ | 3.5 Contractor shall submit, in duplicate, an invoice to the County on a monthly basis to request payment for septic tanks pumped out during that time period. Failure to invoice, in duplicate, will result in reimbursement delays. |
| ___ | ___ | 3.6 Contractor shall submit, in duplicate, documentation with the monthly billing invoice that clearly identifies the 911 address, name of property owner, size of septic tank pumped out for each location where services were rendered and payment is being requested for and program application number. This documentation must match the information maintained by program manager. Failure to document, in duplicate, will result in reimbursement delays. |
| ___ | ___ | 3.7 Response start time: _____ (After Receipt of Order.) |
| ___ | ___ | 3.8 Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as law exempts the County from them. |

Understanding the role geography plays in estimating costs we have designed the below table listing all key geographical locations within Taney County based on postal designations. It is extremely unlikely that any given Taney County resident, making a routine request for Septic Service, would when submitting a required physical address location – NOT be covered by one of the 18 towns within our table below. Bidders need to indicate their charges for service as it applies to each location below geographically as well as tank size. Bidders may enter: Price (actual cost) as “Included”, or “N/A”.

BID RESPONSE PRICING TABLE: Cost Per Tank:

	TOWN	LOCATION COST	500-1000 GAL. TANK	1200 GAL. TANK	1201 + TANK	ADDITIONAL TANK ON PROPERTY
3.10	Bradleyville					
3.11	Branson					
3.12	Cedarcreek					
3.13	Forsyth					
3.14	Hollister					
3.15	Kirbyville					
3.16	Kissee Mills					
3.17	Merriam Woods					
3.18	Mildred					
3.19	Mincy					
3.20	Powersite					
3.21	Protem					
3.22	Pt. Lookout					
3.23	Ridgedale					
3.24	Rockaway Beach					
3.25	Rueter					
3.26	Taneyville					
3.27	Walnut Shade					

4. STANDARD PERMS 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. |

5. **NO BID RESPONSE FORM:** Completion of this short form is optional and is included within our solicitations 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 bid, please complete the below form and return it to the Purchasing Department via email. Thank you...

RFB #202111-492 Septic System Services

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

6. FINAL MANDATORY COMPLIANCE CHECKLIST:

By using the below table as a checklist you will help to insure that your bid is fully compliant before you seal it for submission. **Your full bid 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.

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

The below requirements apply to every form of solicitation we let out.

(✓) = Acknowledged below item with intent to comply.

- ___ **6.1 The County will not accept any late bids. Late packages will not be opened or returned.**
- ___ **6.2 No fax or electronic transmitted bids will be accepted. Bid responses received via fax will disqualify that Vendor from any participation in this bid.**
- ___ **6.3 Please include a current/signed W-9, even if we have one on file, 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 bid sheet as this is mandatory. Missing signature WILL disqualify.**
- ___ **6.5 Un-readable responses, including an unreadable email address, WILL disqualify.**
- ___ **6.6 Three COMPLETE copies of the bid response, with your original, are REQUIRED. Please indicate copies versus original. One sided copies ONLY. A double-sided response is not considered an acceptable "legal" document for our purposes.**

AGREEMENT (*Sample*)
for
Septic System Services

THIS AGREEMENT dated the _____ day of _____ 202_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and _____ (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 to provide Septic System Services ("Services") shall include the Contractor's bid response to County's Request For Bid #202111-492 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. Services provided under this Agreement shall not exceed the price as quoted in the attached bid response. Said Services will be performed ongoing, on an "as needed" basis. No minimums or maximums will be required purchased by County. If certain unusual circumstances occur regarding delivery or 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 extend for one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for one (1) additional year by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing must be issued **in duplicate** with specific department information and include bid reference #202111-492 for tracking. Billings and invoices may only include the prices provided for via 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 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
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Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMo, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Taney County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMo 292.675, Contractors and sub Contractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and sub Contractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Additionally, each contractor and subcontractor is jointly liable for the penalties incurred by its subcontractors that have non-compliant employees.

Taney County, Missouri, in order to comply with sections 285.525 through 285.550 and 292.675 RSMO, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the Contractor shall submit the following documents:

1. Required Affidavit for Contracts over \$5,000.00 (US) – Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating that:

- Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

Taney County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> or by calling **888-464-4218**.



ATTACHMENT I
Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (*Name*)
who is _____ (*Title*) of _____
(*Name of company*), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is
authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Name: _____

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

Notary Public

My commission expires: _____



ATTACHMENT II

You are required to submit your E-Verify Signature Page with your bid submission
(See example below)

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

01/01/2009

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

01/01/2009

Date

Sample
E-Verify
Memo of
Understanding -
MOU
Electronic Signature
Page

Taney County Environmental Services
132 David Street/ P.O. Box 944
Forsyth, MO 65653

TANEY COUNTY RESIDENTIAL SEPTIC TANK PUMPING PROGRAM
Form B

A completed Form B representing each pump out location must be completed by the septic hauler and submitted with billing invoice.

Homeowner Name and Address:

Program Application Number: _____

Date Service Provided: _____

Type of System: Conventional _____ Advanced _____

Type of Tank: Concrete _____ Poly/Composite _____ Metal _____ Other _____

Estimated size of tank: _____

Estimated amount of Sludge – thickness of layer:

Overall condition of tank with 1 being poor, 10 excellent

1 2 3 4 5 6 7 8 9 10

Comments: _____

Location of Septage Disposal: _____

Signature of Septic Pumper: _____