



# TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Concrete  
RFB #202303-522

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:

March 4, 2023 – April 3, 2023

Proposal Release Date / Advertising Period

**March 24, 2023 at 5:00 PM**

**Deadline For Submitting Questions**

**April 3, 2023 at 5:00 PM**

**Closing Date / Time**

**April 5, 2023 at 9:45 AM**

**Opening Date / Time**

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Responding Vendor / Company Name

City / State

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Request for Bid Title: CONCRETE

PLEASE MARK YOUR ENVELOPE "SEALED BID #202303-522"  
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 vendor 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."

**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:**

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S. 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 Section 2. Specifications.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.22 for the process to submit questions.

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Section #1 includes instructions, conditions, guidelines, requirements and other key factors.

**Use a checkmark (✓), in the box adjacent to the section number, in order to acknowledge each of the following items. Any item unchecked in this section, will be considered non-responsive and may be disqualified.**

**Section 1. INSTRUCTIONS AND GENERAL CONDITIONS**

1.1

Sealed responses may be submitted to the Taney County Purchasing Office until the solicitation closing date and time indicated herein, subject to Instructions and General Conditions and any special conditions.

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 (“U.S.P.S.”) 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 U.S.P.S., do **NOT** send “return receipt requested.” The Post Office only recognizes the P.O. Box address. Other delivery services require the physical address. It is the Bidder’s responsibility to ensure responses are delivered in a timely fashion to the Purchasing Department. Courier or hand delivery is recommended.

1.4

Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered “NON-RESPONSIVE” and will not be opened or returned.

1.5

Opening: Bids will be opened publicly at “Opening Date/Time” 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, 10 or more days, for any reason.

1.7

Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown 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 surface 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.

1.9

Bidder Expenses: This County is not responsible for any expenses, which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.

1.10

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.

1.11

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 with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.

1.12

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.

1.13

Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.

1.14

Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, 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 to the requesting department - not Purchasing.

1.15

Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.

1.16

Any award agreement shall take effect upon the approval by the Taney County Commission.

1.17

Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.

1.18

Direct Email Address: An email address, not a website, **MUST** be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors. Please do not call for results.

1.19

Results are always posted at: [www.taneycounty.org](http://www.taneycounty.org)

1.20

All questions for this solicitation must be submitted by the time indicated on page 1. 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](mailto:nikki.lawrence@taneycountymo.gov)

1.21

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.

1.22

Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.

1.23

Addenda are valid only if in writing and issued by the Taney County Purchasing Department.

1.24

Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe.

1.25

When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.

1.26

Any necessary Addendum will be posted on the Taney County website with the original solicitation. An indication will be in red and placed at the end of the affected proposal.

1.27

Award of Contract: Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor 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 vendor, then tertiary vendor. 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 vendors when it is in the best interest of the County.

1.28

Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFP and response. The RFB and response documents submitted by the successful Bidder 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 the page after completing said page. Any responses not complying with this condition may be considered non-responsive.

1.29

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."

1.30

Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at [www.taneycounty.org](http://www.taneycounty.org). (Purchasing Department Page.) If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.

1.31

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

1.32

Rejection or Correction of 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 the County's discretion whenever it is determined to be in the best interest of Taney County, Missouri.

1.33

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.

1.34

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

1.35

Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure 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) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

## **Section 2. SPECIFICATIONS**

The Taney County Purchasing Department will accept and review responses to this RFB in an effort to complete the purchase of:

Concrete for Taney County Road & Bridge Department to assist in the repairs of roadways throughout the County.

For questions concerning the below listed specifications, or any other technical questions, please feel free to contact:

Department Contact:

Devin Huff, Administrator

Taney County Road & Bridge

417-546-7268 (off) / 417-527-2733 (cell)

[devin.huff@taneycountymo.gov](mailto:devin.huff@taneycountymo.gov)

**Please check (✓) off the appropriate box to indicate compliance** with the specifications. The County will always look for 100% COMPLIANCE. These “SPECIFICATIONS” and “STANDARD TERMS AND CONDITIONS” are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All “D” check (✓) marks will be considered 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.**

- |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C | D |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| — | — | 2.1 All pricing MUST remain in effect, available without increase, for a minimum of twelve (12) months from the date of award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| — | — | 2.2 All materials shall be in accordance with the requirements of the 2004 Missouri Standard Specifications for Highway Construction and/or following specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| — | — | 2.3 Taney County reserves the right to have the material tested for quality at their expense and to take whatever remedial action that may be required. Tests would be run to verify compliance with the applicable specifications.                                                                                                                                                                                                                                                                                                                                                                        |
| — | — | 2.4 Material quantities shown on the material bid represent an estimate and should not be taken as commitment by the county as to the quantity of material that will be used during the 2023-2024 maintenance year.                                                                                                                                                                                                                                                                                                                                                                                        |
| — | — | 2.5 Surcharges – OF ANY NATURE, will NOT be accepted or paid for, nor be required to purchase any/all, nor minimums/maximums as per the quantities listed within this solicitation during the full course of the awarded period. (Listed quantities are annual estimates.)                                                                                                                                                                                                                                                                                                                                 |
| — | — | 2.6 There will be an initial twelve (12) month agreement which may be renewed for three (3) one-year periods. The County accepts the possibility of pricing fluctuations for the purchase of Concrete after the initial period post award. Therefore County will consider a reasonable/justifiable variation, at our discretion, during each subsequent agreement renewal timeframe. The maximum allowable increase is 5 – 7%. Increases above 5% will require mutual agreement before renewing. Notice shall be received by the County, no later than thirty (30) days prior to the change taking effect. |
| — | — | 2.7 Bids may be awarded for each group listed. Taney County reserves the right to reject any and or all bids and to waive any and or all technicalities.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| — | — | 2.8 Please include product availability time: _____ (After Receipt of an Order.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| — | — | 2.9 All material is to be furnished to the County in accordance with directions given on this material bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| — | — | 2.10 <b>Pricing Table:</b> All prices MUST include delivery per the below table. Mileage costs, if any, must be included in all bid pricing responses or via submitted mileage sheets. The Director of Purchasing will not approve any Purchase Orders after award that include or indicate charges for mileage in addition to what is covered by the requirements stated here. Should this occur Taney County reserves the right to terminate contract and award to the next lowest bidder. Bid Responses MUST use / fill in the “UNIT PRICE” columns below.                                              |

| CONCRETE <u>FURNISHED &amp; DELIVERED</u> TO VARIOUS LOCATIONS IN TANEY COUNTY<br>(Mileage sheets MUST be included within this Bid response.): |                    |                 |                |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|----------------|------------------|
| No.                                                                                                                                            | Description        | Quantity (Est.) | Unit (Measure) | Unit Price (BID) |
| A                                                                                                                                              | Concrete Class B-1 | 300             | Cubic Yards    |                  |
| B                                                                                                                                              | Standard 6-Bag Mix | 300             | Cubic Yards    |                  |
| C                                                                                                                                              | Flowable Fill      | 300             | Cubic Yards    |                  |

**NOTE: Bidders must procure and maintain, at a minimum, the following policies of insurance against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the subject matter of the request for bid: (1) workers' compensation insurance for all employees as required by state law; (2) comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (3) automobile liability insurance during the term of the Agreement not less than \$2,000,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to protect themselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during the term of the Agreement in an amount which will adequately cover the potential loss or damage to such items. The bidder shall furnish the County with Certificates of Insurance establishing the insurance requirements as set forth in this section. Each policy of insurance must contain a thirty (30) day mandatory cancellation notice.**

**Bidder's Initials \_\_\_\_\_**



### 3. STANDARD TERMS AND CONDITIONS

- | C   | D   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ___ | ___ | 3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ___ | ___ | 3.2 All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt.                                                                                                                                                                                                                                                                                   |
| ___ | ___ | 3.3 The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFB or response.                                                                                                                                                                                                                                                                                                                                                 |
| ___ | ___ | 3.4 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.                                                                                                                                                                                                                                                       |
| ___ | ___ | 3.5 Include an updated W-9 form with company information and signature, with formal, legal, company name.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ___ | ___ | 3.6 The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or 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.                                                                                                                              |
| ___ | ___ | 3.7 Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid.                                                                                                                                                                                                                                                                                                                                                              |
| ___ | ___ | 3.8 When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.                                                                                                                                                                                                                                                                                                              |
| ___ | ___ | 3.9 The delivery date shall be identified by specific date, unless otherwise indicated.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ___ | ___ | 3.10 The County Commission reserves the right to cancel all or any part of an order if delivery is not made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.                                                                                                                                                                                                                                                                                          |
| ___ | ___ | 3.11 The County may utilize state or federal grant funds in the procurement of goods and services which may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should be directed to the Purchasing Department. |
| ___ | ___ | 3.12 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.                                                                                                                                                                                                                                                                                                                                                                                                           |
| ___ | ___ | 3.13 Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over-charges within 30 days of notification.                                                                                                                                                                                      |
| ___ | ___ | 3.14 <b>Cooperative Procurement:</b> The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Taney County, Missouri.<br>Yes_____ No_____                                                                                                                                                                                                                                                    |

#### 4. 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 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](mailto:nikki.lawrence@taneycountymo.gov)

(✓) = Acknowledge intent to comply with the following item:

| 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.                                                                                                                                                                                                                     |     |
| 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 post-award Agreement. |     |
| 6.4    | Remember to sign the mandatory proposal sheet. Missing signatures <u>WILL</u> disqualify.                                                                                                                                                                                        |     |
| 6.5    | Un-readable responses, including an unreadable email address, <u>WILL</u> disqualify.                                                                                                                                                                                            |     |
| 6.6    | Submit the original bid response plus three complete copies of the bid response. Please indicate copies versus original. <u>One sided copies ONLY - no double-sided responses.</u>                                                                                               |     |
| 6.7    | ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.                                                                                                                             |     |

**NO BID RESPONSE FORM:** Completion of this form is optional and is included within solicitations as an additional tool to improve future solicitation processes. If you, or your company, have decided not to participate and *not* offer a proposal, please complete the below form and return it to the Purchasing Department by email.

#### RFB #202303-522 Concrete

|                                                                                                 |  |
|-------------------------------------------------------------------------------------------------|--|
| 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? (____ Yes or ____ No.) |  |

\*\*\*\*\*