



# TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: HVAC Services  
RFB #202311-542

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:

Nov. 4, 2023 – Dec. 4, 2023

Proposal Release Date / Advertising Period

November 27, 2023

Deadline For Submitting Questions

**December 4, 2023 at 5:00 P.M.**

**Closing Date / Time**

**December 6, 2023 at 9:30 A.M.**

**Opening Date / Time**

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Responding Vendor / Company Name

City / State

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Request for Bid Title: HVAC SERVICES  
PLEASE MARK YOUR ENVELOPE "SEALED BID #202311-542"  
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 Purchasing Office, 2<sup>nd</sup> Floor (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 RFB 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:

HVAC Services, specific to the Taney County Judicial & Jail facilities in order to maintain regulated computerized temperature control, ensuring the efficiency of the buildings. Individual(s) or Organization(s) MUST furnish ALL labor, materials, tools, equipment, transportation, services, and supervision to perform specific repair services for the Taney County Judicial / Jail Facilities and possess knowledge of the existing system. In addition to repair services the County proposes a quarterly preventative maintenance program for the Taney County locations as detailed within this RFB. This program would include a Spring check of all A/C related items and a Fall check for heater related issues.

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

### Department Contacts:

Renee Brusca, Buildings & Grounds Supervisor  
Taney County Maintenance Department  
417-546-7211 (off) / 417-546-7920 (cell)  
[renee.brusca@taneycountymo.gov](mailto:renee.brusca@taneycountymo.gov)

Scott Terpening, Buildings & Grounds Supervisor  
Taney County Maintenance Department  
417-546-7211 (off) / (417) 251-3221 (cell)  
[scott.terpening@taneycountymo.gov](mailto:scott.terpening@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 System Location: <u>266 Main St. (Entire Judicial Facility, Sheriff's Dept. &amp; Jail)</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| ___ | ___ | 2.2 Sub-Contractors: <b>NO</b> subcontractors shall be used without prior approval of: Renee Brusca or Scott Terpening, Taney County Buildings & Grounds Supervisors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ___ | ___ | 2.3 Contractor Qualifications and Experience: The Contractor to whom an HVAC Repair Services contract is awarded must provide evidence of past experience in the type of work for a minimum of three years (3). (Submit written references on a separate document.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ___ | ___ | 2.4 The Contractor must provide evidence that they have been licensed as an HVAC Contractor in the State of Missouri for a period of not less than two (2) consecutive years immediately preceding the submission of this bid and must have established offices in the Springfield, Branson - Forsyth areas, and currently be engaged in the business of such work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ___ | ___ | 2.5 The bidder, at the time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ___ | ___ | 2.6 In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with: all pertinent requirements of the local codes and utility companies, National Electric Code, latest edition, requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| ___ | ___ | 2.7 The Contractor will be responsible for obtaining ANY/ALL required permits. The County shall <b>NOT</b> be responsible for the cost unless approved by Renee Brusca or Scott Terpening.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ___ | ___ | 2.8 Work Hours: The contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.<br><br>*All County calls for service must be returned within one (1) hour of the initial telephone call.<br><br>*The contractor must state a <u>realistic and true</u> time when they can schedule work. If this proposed schedule is acceptable to Renee Brusca or Scott Terpening, the Contractor shall book the job.<br><br>*The proposed schedule must be honored within a time frame of plus/ minus one-half (1/2) hour.<br><br>*Emergency Repairs: The contractor may be required to perform emergency repairs at times other than normal working hours. The contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. The contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs. |

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

\*Workmanship: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

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

\*Final Inspection and Approval: The contractor shall request Renee Brusca or Scott Terpening, Taney County Buildings & Grounds Supervisors, to conduct a site inspection after the project is complete. A "punch-list" will be prepared during the inspection and a copy will be provided to the contractor. After the "punch-list" items have been corrected, the contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by either Buildings & Grounds Supervisors.

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

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

**Warranty Information Required (MUST complete):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.9 Materials: All materials provided by the contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

\*Replacement Parts: Replacement parts furnished must be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.

\*Labor Rates: Portal-to-Portal mobilization is allowed, not to exceed one hour total. The contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes



mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.

\*Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, exclusive of taxes.

\*Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, Renee Brusca or Scott Terpening, Taney County Buildings & Grounds Supervisors, will be advised and informed of the issues that cause the shutdown.

\*Working With Owner's Personnel: The Contractors must agree to work alongside the County's maintenance staff.

\*FOB Point: Prices quoted shall be FOB various County locations, unloaded and installed.

**2.10** Insurance Requirements Bonded & Insured: The Contractor shall not commence work until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

\*Compensation Insurance- Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

\*Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

\*Comprehensive General Liability Insurance- The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.

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

\*Commercial Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams / trucks; hired automobiles, teams / trucks; on and off the site of work.

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

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

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

2.11 Tax Exemption Information, Etc.: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Taney County, Missouri, when / if necessary, and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub- contractors and suppliers providing materials incorporated in the work.

\*All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Taney County and contain the project number assigned by Taney County for the contract awarded.

\*It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt.

\*The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date.

\*The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified.

\*The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.12 Inspection of Facilities, Bid Specifications, Etc.: This RFB requires a **MANDATORY PRE-BID** inspection, of the applicable County facilities, to be scheduled one at a time per Vendor with Taney County Supervisors. A mandatory inspection verification form will be available / completed at time of inspection. This completed form must be delivered to Purchasing, by either of the below Buildings and Grounds Supervisors prior to the bid closing date & time. (December 4, 2023 @ 5:00 PM.)

\*All work completed/provided on County property, by non-County Employees, **MUST** comply with Prevailing Wage requirements. (State of Missouri Annual Wage Order #30 specific to Taney County, as available on the Taney County Purchasing Department home page – as well as included at the end of this full Bid Package.)

2.13 Repair / Maintenance Work Response: The bidder hereby proposes to furnish the equipment, materials, and labor as indicated below, provided to the County of Taney, Missouri, with transportation charges pre-paid, and for the price quoted below. All equipment, materials, and labor to be furnished in accordance with the County of Taney, Missouri per specifications attached hereto – listed below.

| ITEM | DESCRIPTION                                                    | UNIT           | PRICE |             |
|------|----------------------------------------------------------------|----------------|-------|-------------|
| A.   | Material (Total Cost plus %)                                   | \$0-\$2500     | _____ | _____%      |
| B.   | Material (Total Cost plus %)                                   | \$2500-\$4,499 | _____ | _____%      |
| C.   | Material (Total Cost plus %)                                   | \$4,500 and up | _____ | _____%      |
| D.   | Rental Equipment (Cost plus %)                                 |                | _____ | _____%      |
| E.   | HVAC Services (Straight Time)                                  |                | _____ | _____/hour  |
| F.   | Rate per hour for each additional worker (Straight Time)       |                | _____ | _____/hour  |
| G.   | HVAC Services (Nights and Weekends)                            |                | _____ | _____/hour  |
| H.   | Rate per hour for each additional worker (Nights and Weekends) |                | _____ | _____/hour  |
| I.   | HVAC Services (Holidays)                                       |                | _____ | _____/hour  |
| J.   | Rate per hour for each additional worker (Holidays)            |                | _____ | _____/hour  |
| K.   | Preventative Maintenance: Estimated quarterly visits           |                | _____ | _____/visit |

L. Emergency Twenty-Four Hour Service Contact:  
Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

M. Call Response Time: Within \_\_\_\_\_ hours after notification by County.

N. Holidays: The contractor shall list the holidays observed by their company:  
\_\_\_\_\_

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this Request For Bid.

\_\_\_\_\_  
Authorized Representative (Sign By Hand)

\_\_\_\_\_  
Type or Print Signed Name

Today's Date: \_\_\_\_\_

### 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><u>Cooperative Procurement:</u></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                                                                                                                                                                                                                                                       | (✓) |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 4.1    | The County will not accept any late proposals. Late packages will not be opened or returned.                                                                                                                                                                                     |     |
| 4.2    | No fax or electronic transmitted proposals will be accepted.                                                                                                                                                                                                                     |     |
| 4.3    | 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. |     |
| 4.4    | Remember to sign the mandatory proposal sheet. Missing signatures <u>WILL</u> disqualify.                                                                                                                                                                                        |     |
| 4.5    | Un-readable responses, including an unreadable email address, <u>WILL</u> disqualify.                                                                                                                                                                                            |     |
| 4.6    | Submit the original bid response plus three complete copies of the bid response. Please indicate copies versus original. One sided copies <u>ONLY</u> - no double-sided responses.                                                                                               |     |
| 4.7    | 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 #202311-542 HVAC Services

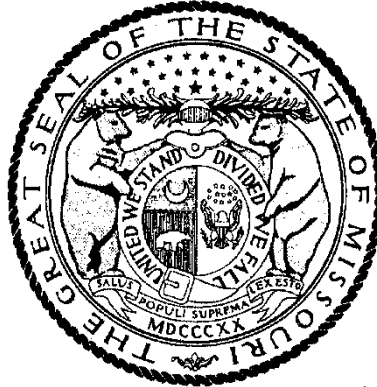
|                                                                                        |  |
|----------------------------------------------------------------------------------------|--|
| Business Name:                                                                         |  |
| Address:                                                                               |  |
| 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.) |  |

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# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 30

Section 110  
**TANEY COUNTY**

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

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE           | **Prevailing Hourly Rate |
|------------------------------|--------------------------|
| Asbestos Worker              | \$31.28                  |
| Boilermaker                  | \$22.72*                 |
| Bricklayer                   | \$51.67                  |
| Carpenter                    | \$46.72                  |
| Lather                       |                          |
| Linoleum Layer               |                          |
| Millwright                   |                          |
| Pile Driver                  |                          |
| Cement Mason                 | \$38.58                  |
| Plasterer                    |                          |
| Communications Technician    | \$22.72*                 |
| Electrician (Inside Wireman) | \$43.03                  |
| Electrician Outside Lineman  | \$22.72*                 |
| Lineman Operator             |                          |
| Lineman - Tree Trimmer       |                          |
| Groundman                    |                          |
| Groundman - Tree Trimmer     |                          |
| Elevator Constructor         | \$22.72*                 |
| Glazier                      | \$41.76                  |
| Ironworker                   | \$64.50                  |
| Laborer                      | \$38.93                  |
| General Laborer              |                          |
| First Semi-Skilled           |                          |
| Second Semi-Skilled          |                          |
| Mason                        | \$22.72*                 |
| Marble Mason                 |                          |
| Marble Finisher              |                          |
| Terrazzo Worker              |                          |
| Terrazzo Finisher            |                          |
| Tile Setter                  |                          |
| Tile Finisher                |                          |
| Operating Engineer           | \$22.72*                 |
| Group I                      |                          |
| Group II                     |                          |
| Group III                    |                          |
| Group III-A                  |                          |
| Group IV                     |                          |
| Group V                      |                          |
| Painter                      | \$22.72*                 |
| Plumber                      | \$51.44                  |
| Pipe Fitter                  |                          |
| Roofer                       | \$22.72*                 |
| Sheet Metal Worker           | \$22.72*                 |
| Sprinkler Fitter             | \$64.39                  |
| Truck Driver                 | \$22.72*                 |
| Truck Control Service Driver |                          |
| Group I                      |                          |
| Group II                     |                          |
| Group III                    |                          |
| Group IV                     |                          |

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

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for  
TANEY County

| OCCUPATIONAL TITLE            | **Prevailing Hourly Rate |
|-------------------------------|--------------------------|
| Carpenter                     | \$51.95                  |
| Millwright                    |                          |
| Pile Driver                   |                          |
| Electrician (Outside Lineman) | \$22.72*                 |
| Lineman Operator              |                          |
| Lineman - Tree Trimmer        |                          |
| Groundman                     |                          |
| Groundman - Tree Trimmer      |                          |
| Laborer                       | \$43.25                  |
| General Laborer               |                          |
| Skilled Laborer               |                          |
| Operating Engineer            | \$56.16                  |
| Group I                       |                          |
| Group II                      |                          |
| Group III                     |                          |
| Group IV                      |                          |
| Truck Driver                  | \$22.72*                 |
| Truck Control Service Driver  |                          |
| Group I                       |                          |
| Group II                      |                          |
| Group III                     |                          |
| Group IV                      |                          |

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

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

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

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

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



# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

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