



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Food Service Management (Jail)
RFP #202409-566

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:

October 5, 2024 – November 4, 2024

Proposal Release Date / Advertising Period

October 25, 2024 at 5 P.M.

Deadline For Submitting Questions

November 4, 2024 at 5:00 P.M.

Closing Date / Time

November 6, 2024 at 9:30 A.M.

Opening Date / Time

Responding Vendor / Company Name

City / State

SECTION	TABLE OF CONTENTS	PAGE
	Cover Sheet. Solicitation Title & Type, Deadlines, Bid Price, and Table of Contents	1
	Bid Title, Submission Locations, and Vendor Information Form	2
	Introduction & Basic Processing Information	2
1	Instructions and General Conditions	3-6
2	Specifications / Bid Response Pricing	6-12
3	Standard Terms and Conditions	13
4	Final Compliance Checklist / No Bid Response Form	14
	Appendix	15-18

Request for Bid Title: **FOOD SERVICE MANAGEMENTY (JAIL)**
PLEASE MARK YOUR ENVELOPE "SEALED PROPOSAL #202409-566"
RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

Proposal 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

Proposal 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 proposals 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.

~~~~~  
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 use of the U.S.P.S. If electing 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 submitter’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: Proposals 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 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 RFP number and dates of closing & opening. List the RFP 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

Expenses: This County is not responsible for any expenses, which may be incurred 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 submitter's prior to selection. The County will not be liable for ANY costs incurred in connection with such interviews, presentations, or inspections.

1.11

Proposal 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

Proposal 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 Proposal 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 RFP and response documents submitted will become a part of any contract award as a result of this solicitation. These signed documents will be binding. All pages shall be initialed where the document denotes "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, they must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in the 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, Proposal Tabulations, and Proposal 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 proposal 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 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 qualified responses to this RFP in an effort to provide:

Food Service Management for the Taney County Jail Facilities, includes but is not limited to the furnishing of all labor, food service, transportation equipment, food, beverages, materials, paper supplies and chemicals necessary to provide food service for the inmates at the Taney County Jail Facilities.

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

Department Contacts:

Brad Daniels, Sheriff

Taney County Sheriff's Department

417-546-7228 (office)

[brad.daniels@taneycountymo.gov](mailto:brad.daniels@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 Proposal shall be detailed and itemized.                                                                                                                                                                                                                                                                                       |
| ___ | ___ | 2.2 Alternative arrangements for preparation, transport and service will be considered.                                                                                                                                                                                                                                            |
| ___ | ___ | 2.3 Proposal Response Cover Sheet, included in this proposal, MUST be submitted with bidders response and signed by a company representative authorized to bind the offeror contractually.                                                                                                                                         |
| ___ | ___ | 2.4 All work completed / provided on County property, by non-County employees, MUST Comply with Prevailing Wage requirements. (State of Missouri Annual Wage Order #31 specific to Taney County, as available on the Taney County Purchasing Department home page – as well as included at the end of this full Proposal Package.) |
| ___ | ___ | 2.5 Physical location of the Jail Facilities is: 266 Main Street, Forsyth, Missouri 65653.                                                                                                                                                                                                                                         |

**ATTACHMENT 2A**

Proposal Response Cover Sheet  
For  
Food Service Management Services  
RFP No. 202409-566

TO: Taney County Purchasing Department  
Nikki Lawrence, Director of Purchasing  
132 David Street / PO Box 1630  
Forsyth, Missouri 65653

The undersigned, having carefully read and considered the Request for Proposal to provide Food Service Management Services and does hereby offer to perform such services on behalf of the County, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: \_\_\_\_\_

Doing business as:  an individual  a partnership  a corporation  a limited liability company (mark appropriate box), duly organized under the laws of the State of Missouri.

By: \_\_\_\_\_  
(Signature of authorized representative) (Please print or type name)

Principal office address:

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E:mail Address \_\_\_\_\_

Taxpayer Identification Number:

Employer I.D. No. \_\_\_\_\_ or Social Security No. \_\_\_\_\_  
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET AND THE PROPOSAL CONTENT & EVALUATION REQUIREMENTS LISTED ON THE FOLLOWING PAGES.**

**All proposals submitted shall be binding for sixty (60) calendar days following the due date.**



## **PROPOSAL CONTENT & EVALUATION CRITERIA**

1. Qualifications: To be considered for award of this contract, the following minimum qualifications must be met and fully outlined and explained in proposal:
  - A. The offeror must be organized for the purpose of providing institutional and/or volume food service, and must have current county correctional food service experience with proven effectiveness, in administering and managing correctional food service programs. Include a general overview and history of your company or business, number of years in business and number of employees.
  - B. The offeror must identify key staff members who would be involved in providing the services and submit statements or resumes of the owner and proposed onsite manager detailing their qualifications. For security reasons, the Sheriff will perform a thorough background check of each offeror, and the personnel who will be assigned to this service.
  - C. The offeror must have a central office that is capable of providing satisfactory provision of services to the onsite operations. The offeror must provide a start up plan.
  - D. Proposals shall include sample menus to be served for at least four (4) weeks including a nutritional analysis of submitted menus and a Nutrition Compliance Statement signed by a registered dietitian.
  - E. It is to be expressly understood that the on-site Food Service Manager is to be assigned solely to the Jail Administrator.
  - F. Proposals must include a detailed staffing charge identifying each position per shift and hours worked each day for each employee. A weekly schedule shall be submitted with the proposal.
  
2. Scope of Work: The successful proposer is expected to provide the following services as part of the food service management program:
  - A. Meals: To provide three meals per day to detainees (2 hot/1 cold). Meal delivery shall be set at a time mutually agreed upon between the proposer and Jail Administrator. Proposer shall provide holiday meals larger than usual portion sizes and menu shall be approved prior by the Jail Administrator.
  - B. Staffing Schedules: A weekly staffing schedule, which details each position and hours worked per shift each day. The food service program must be staffed with a full time on-site Food Service Manager. In addition, the food service must be staffed with a food service employee at all times detainee workers are working in the kitchen.
  - C. Billing: The contractor shall issue one invoice on a monthly basis to the attention of the Jail Administrator, specifying the number of meals provided. After approval and verification, payment will be made within thirty (30) days of the receipt of invoice. Taney County qualifies for sales tax exemption as a government agency; therefore, no pricing within a proposal for food service shall include State or local sales or use tax.
  - D. Equipment and Facilities:
    1. Taney County will provide, maintain, repair and permit the contractor to use the capital equipment. The contractor shall take all reasonable measures necessary to assure Taney County that its equipment is being properly used and maintained. The contractor will be responsible for repair of damaged equipment due to negligence of contractor's employees. Taney County will provide preventative maintenance and repair service on all County-owned equipment.
    2. Taney County shall supply all utilities relating to the operation of the food service equipment. The contractor will direct efforts at conserving utilities whenever possible.
    3. Taney County shall supply food serving trays, food distribution carts, inmate cups and eating utensils.
  - E. Supplies: The contractor shall furnish all supplies, commodities and equipment not supplied by Taney County, that are necessary for an efficient, sanitary, and economically sound operation and provision of the services specified. This shall include all cleaning and paper supplies. If disposable utensils, plates, cups, etc. are used, they are to be biodegradable, recyclable or reusable. Polystyrene is not desirable.
  - F. Security:
    1. Contract employees shall be responsible for the security and control of County issued keys and work tools. All tools such as peelers and similar utensils shall be kept in a locked area when not in use. Recorded inventory control shall be maintained of all such items.
    2. Contract employees shall follow established security procedures and take direction from the correctional staff in an emergency situation.

- G. Sanitation: The contractor shall obey all Federal, State and local laws and ordinances regarding health, sanitation, and safety. The contractor shall keep all areas allocated for contractor use in a state of cleanliness that meets with the satisfaction of the State Jail Inspector and County Health Department.
- H. Inventory: The contractor and Taney County shall jointly inventory all capital equipment or food service related items under the contractor's direct control at the inception of the contract and annually thereafter. Copies of the inventory will be retained by the contractor and by Taney County.
- I. ACA and DOC standards: The contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association Jail Standards and will be of a caloric content not less than **2700 calories per day**. Documentation of menus as they are actually served must be maintained and submitted weekly to the Jail Administrator for information purposes.
- J. Special Diets: Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to detainees according to the orders of the responsible health authority. Special diets for religious reason will be accommodated as directed by the policies of the jail.

3. General Specifications:

- A. Standards: All food services shall be provided in accordance with the American Correctional Association, State of Missouri Department of Corrections, as well as the Federal, State and local laws and regulations governing the food service industry.
- B. Personnel:
  - 1. Prior to reporting for work at the Taney County Jail Facility, all personnel shall be required to pass a background investigation conducted by the Taney County Sheriff.
  - 2. All personnel shall comply with all Federal, State and local laws, regulations, court orders, administrative procedures of the Taney County Sheriff's Office.
- C. Administrative:
  - 1. The successful proposer shall adhere to the policies and procedures as established by both the proposer and Taney County.
  - 2. The successful proposer shall be responsible for ensuring its staff reports any problems, missing equipment, or unusual incidents to the Jail Administrator, or designee, immediately and / or as quickly as possible.
- D. Schedules:
  - 1. The successful proposer shall be responsible for establishing the work schedules of all food service employees in such a manner as to meet all objectives and requirements of the RFP.
  - 2. The Taney County Jail Facility is contracting for staff and services to be provided by the successful proposer, unless otherwise indicated. Should the level of service required by the contractor decline due to a position vacancy, the contractor will be responsible for replacement personnel. All replacement personnel shall be subject to the approval of the Taney County Sheriff.
- E. Quality Assurance: The successful proposer shall provide a comprehensive Quality Assessment and Assurance Program outline concerning the purchase, delivery, storage, preparation, and delivery of food within the facility.
- F. Independent Contractor: The successful proposer and its employees will at all times act and perform as and be considered an independent contractor and in no sense shall they be considered employees, agents or volunteers of Taney County.
- G. Insurance: The successful proposer agrees that it will, at all times during the terms of the agreement, keep in force and effect insurance policies as outlined in ATTACHMENT 2B.
- H. Nondiscrimination: In connection with the performance of work under this assignment, the successful proposer agrees not to discriminate against any employees, applicant for employment, or actual or potential recipients of services because of age, race, religion, color, marital status, sexual orientation, sex, handicap as defined in the American with Disabilities Act (ACA) development disability, or national origin.

**ATTACHMENT 2B**

Insurance Coverage, Descriptions and Requirements

1. Provider shall furnish County with Certificate of Insurance indicating proof of the following insurance from company's license in the State:
  - A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the State and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.
  - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.
    1. Premises – Operations
    2. Products and Completed Operations
    3. Broad Form Property Damage
    4. Contractual
    5. Personal Injury
  - C. Automobile Liability with a minimum limit of \$1,000,000 per occurrence \$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:
    1. Owned Automobiles
    2. Hired Automobiles
    3. Non-Owned Automobiles
2. The certificate shall list the Certificate Holder and Address as follows: Taney County Sheriff, PO Box 1005, Forsyth, MO 65653. The services provided to Taney County shall be listed under "Description of Operations".
3. Such insurance shall include under the General Liability and Automobile Liability policies Taney County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's".
4. Such insurance shall include a thirty (30) day notice to Taney County prior to cancellation or material policy change. The notice shall be given to the Taney County Sheriff. NOTE: Standard cancellation clause on a Certificate of Insurance is not acceptable.
5. Contractor shall require subcontractor, if applicable, to furnish identical certificates of insurance to the Taney County Sheriff prior to the contract taking effect.

**ATTACHMENT 2C**

Cost Per Meal

**NOTE: Cost per meal shall include all costs necessary (except capital equipment to prepare all inmate meals).**

| Meals Served | Cost Per Meal |
|--------------|---------------|
| 80-99        | \$ _____      |
| 100-119      | \$ _____      |
| 120-139      | \$ _____      |
| 140-159      | \$ _____      |
| 160-179      | \$ _____      |
| 180-199      | \$ _____      |
| 200-220      | \$ _____      |

Annual Price Adjustment: The price per meal shall remain firm for the first year following award of the contract. Thereafter, the Contractor or Taney County shall be entitled to request an annual price adjustment. The request for price adjustment by the Contractor shall be submitted prior to August 1<sup>st</sup> of the contract anniversary date of each year.

Using the COLA national average as a guide we feel a two (2) percent (%) increase per year, if necessary, is reasonable. We believe that a company could do a bid with an annual cost of living increase as set by the government. Increases requested beyond that limit may require prior approval as detailed above.

### 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 RFP 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 Proposal.                                                                                                                                                                                                                                                  |
| ___ | ___ | 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 proposal forms provided, must return the completed proposal and proposal sheets, provide the unit price, quantity and extended totals, and sign the proposal.                                                                                                                                                                                                                                                                                                                                          |
| ___ | ___ | 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. One sided copies <u>ONLY</u> - no double-sided responses.                                                                                               |     |
| 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.

RFP #202409-566 Food Service Management (Jail)

|                                                                                        |  |
|----------------------------------------------------------------------------------------|--|
| 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.) |  |

\*\*\*\*\*



## TANEY COUNTY MISSOURI PURCHASING DEPARTMENT

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

**Nikki Lawrence, Director of Purchasing**  
Phone: 417-546-7281 / FAX: 417-546-3931  
[nikki.lawrence@taneycountymo.gov](mailto:nikki.lawrence@taneycountymo.gov)

### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/employees/e-verify-overview>

Please complete and return form Work Authorization Certification Pursuant to 285.530 RSMo if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.**

If you are an Individual/Proprietorship, then you must return the attached Certification of Individual Bidder. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the Certification of Individual Bidder. If you choose option number two, then you will also need to complete and return the attached form Affidavit.

**COUNTY OF TANEY - MISSOURI  
WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$6,000.00)**

County of \_\_\_\_\_ )

)ss

State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work  
authorization program for all employees working in connection with services provided to the County.  
This business does not knowingly employ any person that is an unauthorized alien in connection with  
the services being provided. **Documentation of participation in a federal work authorization  
program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in  
their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation  
and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the  
United States.

\_\_\_\_\_ )  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_, personally came and appeared (name and title)  
\_\_\_\_\_ of the (name of company)  
\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo  
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of \_\_\_\_\_ )

)ss

State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ (Company). I am aware of the requirements for OSHA training set out in  
§292.675 Revised Statutes of Missouri for those working on public works. All requirements of said  
statute have been fully satisfied and there has been no exception to the full and complete compliance  
with said provisions relating to the required OSHA training for all those who performed services on  
this public works contract for Taney County, Missouri.

NAME OF PROJECT: \_\_\_\_\_

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

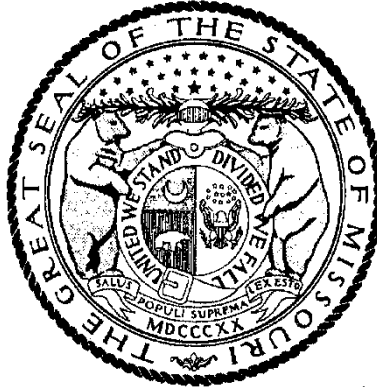
\_\_\_\_\_  
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

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 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
TANEY County

Section 110

| OCCUPATIONAL TITLE           | **Prevailing<br>Hourly<br>Rate |
|------------------------------|--------------------------------|
| Asbestos Worker              | \$30.43                        |
| Boilermaker                  | \$23.46*                       |
| Bricklayer-Stone Mason       | \$23.46*                       |
| Carpenter                    | \$49.28                        |
| Lather                       |                                |
| Linoleum Layer               |                                |
| Millwright                   |                                |
| Pile Driver                  |                                |
| Cement Mason                 | \$39.70                        |
| Plasterer                    |                                |
| Communication Technician     | \$23.46*                       |
| Electrician (Inside Wireman) | \$43.31                        |
| Electrician Outside Lineman  | \$23.46*                       |
| Lineman Operator             |                                |
| Lineman - Tree Trimmer       |                                |
| Groundman                    |                                |
| Groundman - Tree Trimmer     |                                |
| Elevator Constructor         | \$23.46*                       |
| Glazier                      | \$23.46*                       |
| Ironworker                   | \$66.68                        |
| Laborer                      | \$39.56                        |
| General Laborer              |                                |
| First Semi-Skilled           |                                |
| Second Semi-Skilled          |                                |
| Mason                        | \$23.46*                       |
| Marble Mason                 |                                |
| Marble Finisher              |                                |
| Terrazzo Worker              |                                |
| Terrazzo Finisher            |                                |
| Tile Setter                  |                                |
| Tile Finisher                |                                |
| Operating Engineer           | \$52.35                        |
| Group I                      |                                |
| Group II                     |                                |
| Group III                    |                                |
| Group III-A                  |                                |
| Group IV                     |                                |
| Group V                      |                                |
| Painter                      | \$23.46*                       |
| Plumber                      | \$55.03                        |
| Pipe Fitter                  |                                |
| Roofer                       | \$23.46*                       |
| Sheet Metal Worker           | \$50.07                        |
| Sprinkler Fitter             | \$66.72                        |
| Truck Driver                 | \$23.46*                       |
| 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                     | \$53.25                  |
| Millwright                    |                          |
| Pile Driver                   |                          |
| Electrician (Outside Lineman) | \$23.46*                 |
| Lineman Operator              |                          |
| Lineman - Tree Trimmer        |                          |
| Groundman                     |                          |
| Groundman - Tree Trimmer      |                          |
| Laborer                       | \$43.88                  |
| General Laborer               |                          |
| Skilled Laborer               |                          |
| Operating Engineer            | \$52.25                  |
| Group I                       |                          |
| Group II                      |                          |
| Group III                     |                          |
| Group IV                      |                          |
| Truck Driver                  | \$23.46*                 |
| 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.