



# Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

October Term

~ Minutes ~

Monday, December 28, 2015

8:50 AM

The Christian County Courthouse

## I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Ray Weter

### A. Roll Call

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:50 AM
Bill Barnett	Western Commissioner	Present	9:43 AM
Sue Ann Childers	Eastern Commissioner	Present	8:50 AM
Nikki Thiessen	Assistant	Present	8:50 AM
Ashley Hannah	Secretary	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	2:00 PM

## II. Agenda

### **Motion/Vote - 8:50 AM Christian County Commission**

Discussion - Approve Agenda

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, and Will Reynolds.

Presiding Commissioner Weter entertained a motion to approve the agenda for December 28, 2015.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Sue Ann Childers
<b>ABSENT:</b>	Bill Barnett

### **Motion/Vote - 8:55 AM Kay Brown-County Clerk**

Minutes & Financials Approval - Approve Minutes and Financials

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, and Will Reynolds.

No financials to approve. No minutes to approve.

### **Motion/Vote - 9:00 AM Brad Cole-Christian County Sheriff**

Bid Opening - Bid Opening-Repair and Maintenance for Sheriff's Vehicles

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Sheriff Brad Cole, and Will Reynolds.

Bid opening for Repair and Maintenance of Sheriff's vehicles. The Commission reviewed five bids.

Sheriff Brad Cole will review the bids from Tri-Lakes Motors, Ozark Tire and Auto, and Steve's Automotive and make his recommendation to the Commission on Thursday, January 6, 2015.

**Motion/Vote - 9:15 AM Brad Cole-Christian County Sheriff**

Bid Opening - Bid Opening-Emergency Light Bars and Vehicle Enforcement Equipment

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Sheriff Brad Cole, Will Reynolds, and Libby Nichols.

Bid opening for provider and installation of Emergency Light Bars and Vehicles Enforcement Equipment.

Sheriff Brad Cole reviewed the bids from NRoute Enterprises and Ed Roehr Safety Products. He said the individual product costs are within five dollars between the bids and recommended the Commission to accept both bids to allow the Sheriff's office to select the services based on availability and what is best for the County.

Presiding Commissioner entertained motion to accept both bids.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Sue Ann Childers
<b>ABSENT:</b>	Bill Barnett

**Motion/Vote - 9:45 AM Christian County Commission**

Discussion - 2698 : Budget Review Coroner's Office

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Auditor Lacey Hart, Sheriff Brad Cole, Coroner Amanda Armitage, Libby Nichols, Lieutenant Trampus Taylor, and Attorney John Housley.

The Commission reviewed the Coroner's proposed 2016 budget. Discussion followed and \$800.00 was added for phone expense.

The Commission approved making the Coroner's budget available to the public, and subject to further amendment. Final approval of 2016 budget will be January 8, 2016.

**Motion/Vote - 10:00 AM**

Budget Review Sheriff's Department

The meeting is attended by Assistant Nikki Thiessen, Assistant Ashley Hannah, Auditor Lacey Hart, Sheriff Brad Cole, Libby Nichols, Lieutenant Trampus Taylor, and Attorney John Housley.

The Commission met to discuss the dispute between Sheriff Cole's understanding and Ms. Hart's interpretation of the budget amount for the County Law Enforcement Fund.

Presiding Commissioner Weter said it was the Commission's understanding that it was agreed upon that \$254,765.00 was transferred to COLE, leaving \$900,000.00 remaining in the Building Bond fund. Changes that were made on December 23, 2015 were reviewed and discussion followed.

Presiding Commissioner Weter entertained motion to table the discussion to continue with the 10:15 a.m. agenda item.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Sue Ann Childers, Eastern Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 10:15 AM Brad Cole-Christian County Sheriff**

Bid Decision - Bid Decision-Inmate Healthcare Services

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Sheriff Brad Cole, Libby Nichols, Lieutenant Trampus Taylor, and Attorney John Housley.

The County Commission reviewed the bids for Inmate Healthcare Services. Ms. Nichols said if the bid is awarded to CO Healthcare, they can consider amendments to the bid as requested by the County.

Presiding Commissioner Weter asked for Sheriff Cole's recommendation. Sheriff Cole said the most important issue is that the jail can not go without nursing care, so because of the 90 day start-up delay with Advanced Correctional Healthcare, at this time, he recommends the Commission accepts CO Healthcare as provider of Inmate Healthcare Services for \$386,200.00.

Presiding Commissioner Weter entertained a motion to accept the bid from CO Healthcare.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 10:30 AM Christian County Commission**

Discussion - Budget Review

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Auditor Lacey Hart, Sheriff Brad Cole, and Attorney John Housley.

The Commission discussed the sequestering of LEST funds. Ms. Hart said she consulted with Cindy Stein and the external auditor regarding this issue. As a result, she broke apart the funds into Sheriff and Prosecutor, then assigned expenditures. Commissioner Childers asked Ms. Hart why funds couldn't just be assigned to individual LEST accounts without assigning expenditures, and no clear answer was provided by the Auditor.

Presiding Commissioner Weter asked Ms. Hart for clarification about the salary amount in LEST coming off the General Revenue Fund? Answer: Yes, she didn't change the amount of the total expenditures, just changing the fund from where it's coming out.

Sheriff Cole disputed this answer, stating that his expenses are reduced from his proposed budget. The budget line items were reviewed and discussion followed.

The Commission considered asking Ms. Hart to transfer \$316,272.00 from General Revenue, plus \$234,765.00 from Building Bond, for a total of \$551,037.00 transferred into COLE. Presiding Commissioner Weter then recommended taking the entire \$551,037.00 out of the \$1.2 million Building Bond fund, and not transfer any amount out of General Revenue.

**Motion/Vote -**

Motion

Presiding Commissioner Weter entertained a motion to adjourn until 2 p.m.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 2:00 PM**

Reconvene

The County Commission reconvened at 2:00 p.m.

**Motion/Vote - 2:00 PM**

Budget Review - Commission

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Auditor Lacey Hart, Sheri Weter, Secretary Cheryl Mitchell, and Nathan Weter.

Auditor Lacey Hart presented the 2016 proposed budget for Commission. Commission approves CART fund after Ms. Hart verifies the transfer amount to C2 with Miranda Beadles.

Reviewed Road Sales Tax fund. Discussion followed.

Budget for LEST fund accepted.

Reviewed Building Inspections fund which was discussed previously and approved to be made available to the public. Salary discussion for Building Inspection followed.

Budget for Recycling reviewed and accepted.

Budget for Custodian reviewed and accepted.

Reviewed the revenues for the Commission General Revenue fund. Presiding Commissioner Weter had revenues that Ms. Hart did not reflect in her proposed budget. Missing revenues were added into the fund.

The County Operations portion of the Commission General Revenue fund reviewed. Line items reviewed and expenses for County Surveyor, Consultant, and County Counselor discussed. The adjustment to the Elections fund was made. The Assessment fund was reviewed and adjustment to GIS was made. County Emergency Disaster was

reviewed and accepted. Capital Assets fund reviewed and accepted. Proposed budget for 2016 is \$3,326,700.00 was accepted.

Commission salaries reviewed and increases for staff accepted. Proposed increases to Planning and Development salaries accepted.

Building Bond Retirement fund is accepted

The 38th Circuit Court budget is accepted.

The Public Administrator 2016 proposed budget was reviewed and no changes were made to the operations budget. Discussion followed regarding salary increases for the Public Administrator's staff. Proposal was accepted.

The salary increases for Emergency Management staff was accepted.

Ms. Hart verified with the Commission that all the budgets were discussed and accepted to present to the public. The Summary for the General Revenue fund was discussed and the County's expenditures are currently more than revenue by \$810,447.00, but Ms. Hart said many line items were over-budgeted on purpose.

The Commission approved making the Commissions proposed 2016 budget available to the public, and subject to further amendment. Final approval of 2016 budget will be January 8, 2016.

**Motion/Vote - 2:20 PM Brad Cole-Christian County Sheriff**

Bid Decision - Bid Decision-Repair and Maintenance for Sheriff's Vehicles

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Sheriff Brad Cole, and Sheri Weter.

Sheriff Brad Cole reviewed the bids for repair and maintenance of Sheriff's vehicles with the Commission. He said while making phone calls to verify the lifetime guarantee on brakes, he discovered that one company, Ozark Tire, does not employ any ASE certified mechanics, which is a requirement in the bid specifications.

Sheriff Cole recommended using Tri-Lakes Motors to perform under-warranty repair on Chrysler or Ford vehicles and anything else other vendors are unable to provide. While

Dennis Hanks Chevrolet did not bid, he would like to use them for warranty work on Chevrolet vehicles.

When comparing bids from JK's Auto Repair and Steve's Auto, Sheriff Cole said they are comparable, and depending on the service, one or another is cheaper. He would like the Commission to accept both bids, and use each provider for the service that was bid cheaper, for ultimate savings to the County.

Sheriff Cole also recommended using Campbell Ford for warranty work on Ford vehicles.

Presiding Commissioner Weter entertained a motion to accept five providers for repair and maintenance of Sheriff's vehicles, selective per price per service.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 5:08 PM Christian County Commission**

Discussion - 2700 : Budget Review Auditor

Attendees: Assistant Nikki Thiessen, Auditor Lacey Hart, Sheri Weter, Secretary Cheryl Mitchell, and Nathan Weter.

Auditor Lacey Hart presented the 2016 proposed budget for the Auditor's office. Discussion primarily focused on the expense of a temporary, part-time, data entry person. Ms. Hart budgeted for the temporary worker in salary, while the Commissioners agreed that this would be best reflected in her operations budget. The Commission also disagreed with Ms. Hart about the hourly wage budgeted for this worker. Discussion followed.

Ms. Weter asked if a 1099 worker could be considered for this work? Answer from Auditor: Operationally and administratively, a 1099 worker is not the best avenue for this data-entry project.

Ms. Thiessen said that in her experience, if the County chooses to utilize a temp agency, calculating the worker's hourly rate, plus the administrative fee to the agency, Ms. Hart's estimate is probably accurate.

The Commissioners decided that the maximum cost to the County to upload the accounting data would be the \$22,000.00 that Tyler Technologies quoted in their bid. This amount was budgeted under the Auditor's operations budget as a potential contract expense.

The Commission approved making the Auditor's budget available to the public, and subject to further amendment. Final approval of 2016 budget will be January 8, 2016.

**Motion/Vote -**

Budget Review County Clerk

Attendees: Assistant Nikki Thiessen, Auditor Lacey Hart, Sheri Weter, and Secretary Cheryl Mitchell.

Commission reviewed the County Clerk's Elections salaries. Decision made to approve the increase for one employee and freeze the salary of the second employee in 2016.

Commission reviewed the County Clerk's Administrative office salaries. Decision made to approve the increase for one employee and freeze the salaries for two employees in 2016.

The Commission approved making the County Clerk's budget available to the public, and subject to further amendment. Final approval of 2016 budget will be January 8, 2016.

**Motion/Vote -**

Budget Review Summary

The meeting is attended by Assistant Nikki Thiessen, Auditor Lacey Hart, Sheri Weter, and Secretary Cheryl Mitchell.

Auditor Lacey hart reviewed the summary for the General Revenue fund. The expenditures are currently more than revenue by \$810,447.00, but Lacey said many line items were over-budgeted on purpose. The individual line items were reviewed with the Commission.

Ms. Hart told the Commission that she will finalize the data consisting of the 2014 actual, original 2015 budget, 2015 year end, and the 2016 proposed budget. Once completed, she will give the 2016 proposed budget to Ms. Mitchell for her to print and post.



**III. Adjournment**

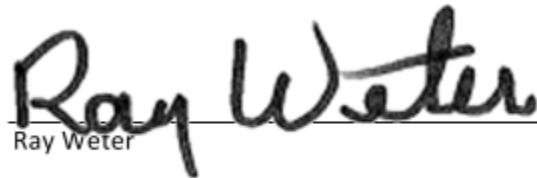
The meeting was closed at 7:09 PM

**Motion/Vote -**

Adjourn

The County Commission completed the scheduled meeting for today and will resume session on December 29, 2015.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Sue Ann Childers, Eastern Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

  
Ray Weter

Presiding Commissioner, Ray Weter

  
Bill Barnett

Western Commissioner, Bill Barnett

  
Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

# Christian County Commission



## Invitation to Bid

Return bid no later than: 8:45 a.m. December 28, 2015 Central Time

Product or Services Requested: Repair & Maintenance of Sheriff's fleet vehicles  
 (Please provide (4) four copies and one unbound original of your bid proposal)

Bid Opening Date: December 28, 2015

Bid Opening Time: 9:00 a.m.

Contact: Cheryl Mitchell Executive Assistant  
 Christian County Commission  
 100 W. Church Street Room 100  
 Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov)

Christian County maintains a list of vendors interested in bidding on products and services for Christian County is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. Christian County is not obligated or required to send invitations to vendors, but does so, as a courtesy.

**(1) Submitting your bid:**

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN".

If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

**(2) Late bids:**

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of bids. The County Commission is responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God" or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

**(3) Bid Withdrawal:**

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

**(4) Product Samples:**

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

**(5) Itemization of Proposal:**

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

**(6) Minority Business Participation:**

Christian County encourages the participation and utilization of minority business enterprises in projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

**(7) Communication with County Employees:**

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

**(8) Collusion:**

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

**(9) Discount applicable:**

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

**(10) Incurred costs:**

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

**(11) Vendor's Personnel Qualifications:**

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to require replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

**(12) Insurance:**

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance.

**(13) Vendor Liability:**

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignee from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

**(14) Business Compliance:**

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code.

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request Christian County. The compliance to conduct business in the state shall include but may not be limited to:

Registration of business name. (if applicable)

Certificate of authority to transact business/certificate of good standing. (if applicable)

Taxes (e.g., city/county/state/federal)

State and local certifications (e.g. Professions/occupations/activities)

Licenses and permits (e.g., city/county license, sales permits)

Insurance (e.g., worker's compensation/unemployment compensation)

**(15) Terms and Conditions:**

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that the this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

\*\*\*\*\*The term of this agreement will end December 31, 2016.

**(16) Employee Bidding/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with section 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:  
Name and title of the elected or appointed official or employee of Christian County or any Political subdivision. What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

**(17) Independent Contractor:**

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

**(18) Replacement of Damaged Product:**

The vendor shall be responsible for replacing any item received in damaged condition at no cost Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

**(19) Prices:**

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

**(20) Description of Product:**

The vendor should present a detailed description of the product proposed on **the Pricing Sheet** in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

**(21) Non-Exclusivity:**

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

**(22) Billing and Payments:**

Invoices will be submitted to Accounts Payable, Clerk of the County Commission, 100 W. Church, Room 206, Ozark, MO 65721. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall also provide each department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit a reports required herein and a copy of each invoice as supporting documentation with the month statement.

Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform



required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date.

If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

### **(23) Return of Goods:**

Christian County may cancel any purchase at any time for a full credit.

### **(24) Services:**

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

### **(25) Reporting Requirements:**

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment of the contract or the completion of an independent audit, whichever is later. If any litigation, claim negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for a service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements.

any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

**(26) Excused Performance:**

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

**(27) Cancelling Service:**

The Christian County Commission reserves the right to discontinue service at any time by giving 30 days' notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

**(28) Determination for Award:**

The award shall be made to the lowest priced responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

*Agreements* signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

**(29) Protesting bid award:**

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

**(30) Suspension or debarment of Vendor:**

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

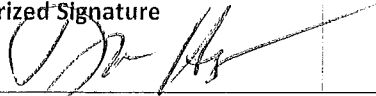
Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

**(31) Declaration:**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>TRI LAKES MOTORS</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address <i>180 St Hwy F #65</i>	IRS Form 1099 Mailing Address
City, State, Zip Code <i>Branson Mo 65616</i>	City, State, Zip Code

Contact Person <i>DARIN HODGES</i>	Email Address <i>dhodges@trilakesmotors.com</i>
Phone number <i>417-334-7543-X1135</i>	Fax number <i>417-337-9865</i>
Authorized Signature 	Date <i>12-17-15</i>
Printed Name <i>DARIN HODGES</i>	Title <i>Service Manager</i>

Attachment: Rep and Maint sheriff vehicles tri lakes (2690 : Bid Opening- Repair and Maintenance for Sheriff's Vehicles)

List three (3) business references:

**1<sup>st</sup>**  
 Williams Const.  
 Company Name  
 2119 E Division St  
~~2119 E Division St~~  
 Address  
 Springfield MO 65803  
 City State Zip  
 417-818-8416  
 Business Phone Business Fax Cellular Phone  
 email address if available

James Williams

Representative Name

**2<sup>nd</sup>**  
 Taney County Sheriff  
 Company Name  
 PO BOX 1005  
 Address  
 Forsyth MO 65653  
 City State Zip  
 417-546-7350  
 Business Phone Business Fax Cellular Phone  
 email address if available

Timmy Russell

Representative Name

**3<sup>rd</sup>**  
 City of Branson  
 Company Name  
 110 W Maddux St Ste 200  
 Address  
 Branson MO 65616  
 City State Zip  
 417-337-8531  
 Business Phone Business Fax Cellular Phone  
 email address if available

Rob Robbins

Representative Name

Attachment: Rep and Maint sheriff vehicles tri lakes (2690 : Bid Opening- Repair and Maintenance for Sheriff's Vehicles)

**(32) Contact Information:**

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov). This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process

CHRISTIAN COUNTY COMMISSIONERS

Ray Weter, Presiding Commissioner

Bill Barnett, Western Commissioner

Sue Ann Childers, Eastern Commissioner

### (33) PRICING SHEET

#### Specifications for Repair & Maintenance of Sheriff's fleet vehicles:

The Christian County Sheriff's Office operates most of the county's passenger vehicles which include Ford Crow Victoria Police Interceptors, Ford and Chevrolet trucks, Chevrolet Tahoes, Chevrolet Impalas, Dodge Chargers an Chevrolet Passenger vans. (See listing below). Bid may be awarded to multiple vendors, as follows: **Repair of For** products may be awarded to Ford certified dealerships. **Repair of GM** products may be awarded to GM certifie dealerships and MOPAR products may be awarded to certified dealerships. **Maintenance of all vehicles** will b awarded to the vendor who best provides the services described below. The County reserves the right to us repair services by the vendor who is awarded the maintenance of all vehicles as long as the vendor has AS Certified technicians on staff.

If awarded the services for 2016 Christian County reserves the right for a second opinion on any repair work before it is done as well as the option to have repair done by a vendor of the Sheriff's Office choice. **Any repair** other than preventative maintenance **will require an authorized quote and signature** before parts are ordered or work commences.

Christian County Sheriff's Office reserves the right to provide any part necessary for the repair of any vehicle at the cost of the County.

Preventative maintenance and services covered by this agreement:

- |                               |                              |
|-------------------------------|------------------------------|
| Oil and filter change         | mount and balancing of tires |
| Fuel filter                   | air filter                   |
| Transmission fluid flush      | tune up                      |
| Plugs and wires               | coolant flush                |
| Fuel system cleaning          | brake fluid system flush     |
| Mass air flow sensor cleaning | differential fluid change    |
| Transfer case fluid flush     | tire rotation                |

Repairs and or replacement included in this agreement include labor on brakes, rotors, and battery replacement.

The decision will be based on the bid that best fits this organization. This will be determined on references, experience, convenience, shop capacity, and cost. Members of the Sheriff's Office may visit each vendor's shop not only to view the shop, but also to speak with management in order to answer any questions that may arise through the bidding process. During these visits price negotiations will not occur.

Any and or all bids may be rejected due to cost, lack of shop capacity, lack of experience, or inability to meet the ongoing needs of the day to day operation of the Christian County Offices.

Attachment: Rep and Maint sheriff vehicles tri lakes (2690 : Bid Opening- Repair and Maintenance for Sheriff's Vehicles)

Service intervals occur every 5000 miles:

Cost and labor of 5 quart conventional oil / filter service \$ 34.95

Additional cost per quart of conventional oil \$ 2.75

Oil allowed for this contract includes Castrol, Mobil 1 and Valvoline

Oil and filter must meet factory specification

Safety Inspections every 5000 miles

Electrical system check (battery and alternator)	Check for proper clearance of converter and exhaust
Check fluid level for transmission	Check power steering hoses, coolant hoses, fuel lines hoses
Check fluid level for differential	Check vacuum brake hoses
Check power steering pump	Inspect engine mounts
Check fluid level for master cylinder	Inspect control arm bushings
Check fluid level for cooling system	Inspect sway bar
Check conditions of tires and air pressure	Inspect strut rod bushings
Inspect brake hoses	Service position crankcase ventilator system to manufacturer specifications
Check condition of ball joints	Check operation and adjustment of "E" brake
Check condition of steering linkage seals	Check condition of heat shields
Check condition of routing hoses and wiring for adequate protection and heat shielding	

Replace fuel filter @ 25,000 miles			
Make	Labor	Parts	Total cost
CVPI/Impala	\$ 44.99		
Vans/Chevy 3500	\$ 44.99		
Tahoe/Suburban	\$ 44.99		
Dodge Charger Police	Don't have one N/A		

Cooling system flush every 50,000 miles using BG Brand products and flush system		
Labor	Parts	Total cost
		\$ 172.68

Fuel system cleaning service every 50,000 miles using BG Brand products		
Labor	Parts	Total cost
		\$ 189.95

Differential grease exchange every 30,000 miles (make and model specific)		
Labor	Parts	Total cost
		\$ 97.41



Mass air flow sensor cleaning		
Labor	Parts	Total cost \$44.99

Replace air filters per manufacturer specification		
Labor	Parts	Total cost

Tire purchases, depending on bid amounts, may be completed by the Sheriff's Office. State bids allow the Sheriff Office to often times purchase tires cheaper than commercial means. In the event there is not a state bid on a specific brand or style of tire, lowest or best bid will be sought on an individual basis.

Tire mount and computerized balance		
Labor	Parts	Total cost \$59.99

Tire repair		
Labor	Parts	Total cost \$16.99

Tire rotation (including spare where applicable) conducted every other oil change or as needed.		
Labor	Parts	Total cost \$10.99

Battery Replacement <i>batteries CAN VARY \$30-\$40 depending on Application!</i>		
Job	Labor	Cost
Patrol Vehicles	\$16.99	\$119.95 7
Non Patrol Vehicles	\$16.99	\$119.95 2

Brakes System; Christian County retains the right to purchase brakes from vendors other than the vendor who is awarded the brake repair/maintenance bid. Brake pads and rotors should be lifetime warranty

Police/pursuit rated patrol vehicles <i>total</i>			
CrownVic P71	Labor	Parts	Cost
Impala	Labor	Parts	Cost
Tahoe	Labor	Parts	Cost
Charger	Labor	Parts	cost

Brake system flush and fill upon copper content reaching 200 PPM or beyond. (all vehicles)		
Labor	parts	<i>total cost</i> \$125.04

Computer diagnostic services		
Labor \$89.95	Parts	cost \$89.95

Starting and charging diagnostic		
Labor	Parts	cost \$89.95

All warranty work will be completed by manufacturer authorized shop.  
 Service and maintenance work on all vehicles will be performed to manufacturer specification.  
 Does vendor charge for shop materials, supplies, etc? Yes \_\_\_\_\_ No             
 (if yes, explanation of cost is to be supplied)

Required line item invoice for all expenses billed including parts and labor.

Type of billing vendor will be supplying. 30 DAY

Does vendor supply fleet discounts? Yes            No \_\_\_\_\_  
 If yes, explain: \_\_\_\_\_

Days and hours of vendor operations 7:30 AM - 5:30 PM MON-FRI - 7:30 AM to 2 PM SAT.

Tire disposal fee: \$2.00

Oil disposal fee: NONE

Maintenance hourly rate:  \$69.98

Repair hourly rate: Fleet rate \$59.98

Will vendor pick up work from Sheriff's Office? NO

Is vendor insured to provide such service? YES

Capability to store cars in locked/secured facility overnight? YES

Attachment: Rep and Maint sheriff vehicles tri lakes (2690 : Bid Opening- Repair and Maintenance for Sheriff's Vehicles)

References; NAME	ADDRESS	PHONE

For specific information contact Sheriff Brad Cole or Steve Maples at the Christian County Sheriff's Office at 582-5333.

Attachment: Rep and Maint sheriff vehicles tri lakes (2690 : Bid Opening- Repair and Maintenance for Sheriff's Vehicles)

**(31) Declaration:**

The vendor hereby declares understanding, agreement and certification of compliance to provide the Items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>Steve's Automotive</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Steven Forson</i>
Mailing Address <i>504 W. Kathryn St</i>	IRS Form 1099 Mailing Address <i>504 W. Kathryn St</i>
City, State, Zip Code <i>Nixa MO 65714</i>	City, State, Zip Code <i>Nixa MO 65714</i>

Contact Person <i>Steve Forson</i>	Email Address <i>stevsauto1@hotmail.com</i>
Phone number <i>417-724-1500</i>	Fax number <i>417-725-4242</i>
Authorized Signature <i>Steve Forson</i>	Date <i>12/23/15</i>
Printed Name <i>Steve Forson</i>	Title <i>owner</i>

Attachment: Rep and Maint sheriff vehicles Steves Auto (2690 : Bid Opening- Repair and Maintenance for Sheriff's Vehicles)

List three (3) business references:  
1<sup>st</sup>

Company Name Sage Electrical

Representative Name MARK NIX

3101 Horsecreek Rd

Galena  
City

MO 65654  
State Zip

Address

417-839-7919

Business Fax

417-839-7919  
Cellular Phone

Business Phone

email address if available

2nd

Company Name Mills Construction

Representative Name Kent Mills

1811 Monet Rd

Nixa  
City

MO 65714  
State Zip

Address

725-1437

725-7759  
Business Fax

417-844-2041  
Cellular Phone

Business Phone

email address if available

3rd

Company Name Ferrelgas

Representative Name Kevin Pearson

1213 Eaglecrest St

Nixa  
City

MO 65714  
State Zip

Address

417-725-2866

Business Fax

417-312-0901  
Cellular Phone

Business Phone

email address if available

**(32) Contact Information:**

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov). This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS  
Ray Weter, Presiding Commissioner  
Bill Barnett, Western Commissioner  
Sue Ann Childers, Eastern Commissioner

Attachment: Rep and Maint sheriff vehicles Steves Auto (2690 : Bid Opening- Repair and Maintenance for Sheriff's Vehicles)

### (33) PRICING SHEET

#### Specifications for Repair & Maintenance of Sheriff's fleet vehicles:

The Christian County Sheriff's Office operates most of the county's passenger vehicles which include Ford Crown Victoria Police Interceptors, Ford and Chevrolet trucks, Chevrolet Tahoes, Chevrolet Impalas, Dodge Chargers and Chevrolet Passenger vans. (See listing below). Bid may be awarded to multiple vendors, as follows: **Repair of Ford** products may be awarded to Ford certified dealerships. **Repair of GM** products may be awarded to GM certified dealerships and MOPAR products may be awarded to certified dealerships. **Maintenance of all vehicles** will be awarded to the vendor who best provides the services described below. The County reserves the right to use repair services by the vendor who is awarded the maintenance of all vehicles as long as the vendor has ASE Certified technicians on staff.

If awarded the services for 2016 Christian County reserves the right for a second opinion on any repair work before it is done as well as the option to have repair done by a vendor of the Sheriff's Office choice. **Any repair other than preventative maintenance will require an authorized quote and signature** before parts are ordered or work commences.

Christian County Sheriff's Office reserves the right to provide any part necessary for the repair of any vehicle at the cost of the County.

Preventative maintenance and services covered by this agreement:

- |                               |                              |
|-------------------------------|------------------------------|
| Oil and filter change         | mount and balancing of tires |
| Fuel filter                   | air filter                   |
| Transmission fluid flush      | tune up                      |
| Plugs and wires               | coolant flush                |
| Fuel system cleaning          | brake fluid system flush     |
| Mass air flow sensor cleaning | differential fluid change    |
| Transfer case fluid flush     | tire rotation                |

Repairs and or replacement included in this agreement include labor on brakes, rotors, and battery replacement.

The decision will be based on the bid that best fits this organization. This will be determined on references, experience, convenience, shop capacity, and cost. Members of the Sheriff's Office may visit each vendor's shop not only to view the shop, but also to speak with management in order to answer any questions that may arise through the bidding process. During these visits price negotiations will not occur.

Any and or all bids may be rejected due to cost, lack of shop capacity, lack of experience, or inability to meet the ongoing needs of the day to day operation of the Christian County Offices.

Service intervals occur every 5000 miles:

Cost and labor of 5 quart conventional oil / filter service \$ 32<sup>50</sup>  
 Additional cost per quart of conventional oil \$ 4<sup>00</sup>

Oil allowed for this contract includes Castrol, Mobil 1 and Valvoline

Oil and filter must meet factory specification

Safety Inspections every 5000 miles

Electrical system check (battery and alternator)	Check for proper clearance of converter and exhaust
Check fluid level for transmission	Check power steering hoses, coolant hoses, fuel lines hoses
Check fluid level for differential	Check vacuum brake hoses
Check power steering pump	Inspect engine mounts
Check fluid level for master cylinder	Inspect control arm bushings
Check fluid level for cooling system	Inspect sway bar
Check conditions of tires and air pressure	Inspect strut rod bushings
Inspect brake hoses	Service position crankcase ventilator system to manufacturer specifications
Check condition of ball joints	Check operation and adjustment of "E" brake
Check condition of steering linkage seals	Check condition of heat shields
Check condition of routing hoses and wiring for adequate protection and heat shielding	

Replace fuel filter @ 25,000 miles			
Make	Labor	Parts	Total cost
CVPI/Impala	36 <sup>05</sup>		
Vans/Chevy 3500			
Tahoe/Suburban			
Dodge Charger Police	Not Serviceable Astar 2004		

Cooling system flush every 50,000 miles using BG Brand products and flush system		
Labor	Parts	Total cost
68 <sup>00</sup>	30 <sup>00</sup>	98 <sup>00</sup>

Fuel system cleaning service every 50,000 miles using BG Brand products		
Labor	Parts	Total cost
68 <sup>00</sup>	40	108 <sup>00</sup>

Differential grease exchange every 30,000 miles (make and model specific)		
Labor	Parts	Total cost
34 <sup>00</sup>	30	64 <sup>00</sup>



Mass air flow sensor cleaning		
Labor	36.25	Parts 5.00
		Total cost 41.25

Replace air filters per manufacturer specification		
Labor	0	Parts 15.00
		Total cost 15.00

Tire purchases, depending on bid amounts, may be completed by the Sheriff's Office. State bids allow the Sheriff's Office to often times purchase tires cheaper than commercial means. In the event there is not a state bid on a specific brand or style of tire, lowest or best bid will be sought on an individual basis.

Tire mount and computerized balance		
Labor	15	Parts 5
		Total cost 20

Tire repair		
Labor	20	Parts
		Total cost 20.00

Tire rotation (including spare where applicable) conducted every other oil change or as needed.		
Labor	15/20	Parts
		Total cost 15/20

Battery Replacement			
Job	Labor	Battery	Cost
Patrol Vehicles	20.00	120	140.00
Non Patrol Vehicles	20.00	120	140

Brakes System; Christian County retains the right to purchase brakes from vendors other than the vendor who is awarded the brake repair/maintenance bid. Brake pads and rotors should be lifetime warranty

Police/pursuit rated patrol vehicles			
CrownVic P71	Labor	72.00	Parts 91
			Cost 163
Impala	Labor	72.50	Parts 91
			Cost 163
Tahoe	Labor	72.50	Parts 95
			Cost 167
Charger	Labor	72.50	Parts 98
			cost 171

Brake system flush and fill upon copper content reaching 200 PPM or beyond. (all vehicles)			
Labor	68.50	parts	10.00
		cost	78.50

Computer diagnostic services			
Labor	36.25	Parts	—
		cost	36.25

Starting and charging diagnostic		
Labor	36. <sup>00</sup>	cost
Parts		

All warranty work will be completed by manufacturer authorized shop.  
 Service and maintenance work on all vehicles will be performed to manufacturer specification.  
 Does vendor charge for shop materials, supplies, etc? Yes  No   
 (if yes, explanation of cost is to be supplied)

Required line item invoice for all expenses billed including parts and labor.

Type of billing vendor will be supplying. monthly

Does vendor supply fleet discounts? Yes  No

If yes, explain: lower price for maintenance

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Days and hours of vendor operations Monday - Friday 8:00 AM - 5:00 PM

Tire disposal fee: 5<sup>00</sup> Each

Oil disposal fee: NONE

Maintenance hourly rate: 68.<sup>50</sup> per Flat Rate hr.

Repair hourly rate: 72.<sup>50</sup> per Flat rate hr.

Will vendor pick up work from Sheriff's Office? NO

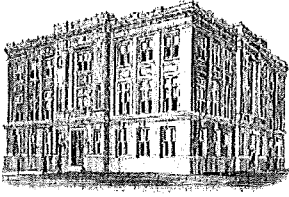
Is vendor insured to provide such service? NO

Capability to store cars in locked/secured facility overnight? yes

References; NAME	ADDRESS	PHONE
Rob Pojar	901 Rodeo Nixa	417 849-6972
Mike Shay	608 Kathryn Nixa	830 8844
Jimmy Liles	NIXA PD	818-0706
Denzil Mills	1811 Monet Nixa	844-3594

For specific information contact Sheriff Brad Cole or Steve Maples at the Christian County Sheriff's Office at 582-5333.

## Christian County Commission



### Invitation to Bid

Return bid no later than: 8:45 a.m. December 28, 2015 Central Time

Product or Services Requested: Repair & Maintenance of Sheriff's fleet vehicles  
 (Please provide (4) four copies and one unbound original of your bid proposal)

Bid Opening Date: December 28, 2015

Bid Opening Time: 9:00 a.m.

Contact: Cheryl Mitchell Executive Assistant  
 Christian County Commission  
 100 W. Church Street Room 100  
 Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov)

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. Christian County is not obligated or required to send invitations to vendors, but does so, as a courtesy.

**(1) Submitting your bid:**

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN".

If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

**(2) Late bids:**

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God" or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

**(3) Bid Withdrawal:**

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

**(4) Product Samples:**

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

**(5) Itemization of Proposal:**

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of good or services, and unit cost.

**(6) Minority Business Participation:**

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

**(7) Communication with County Employees:**

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

**(8) Collusion:**

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

**(9) Discount applicable:**

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

**(10) Incurred costs:**

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendor's agent, employees, assigns or others, whether related or not to vendor.

**(11) Vendor's Personnel Qualifications:**

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

**(12) Insurance:**

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance.

**(13) Vendor Liability:**

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

**(14) Business Compliance:**

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code.

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

Registration of business name. (if applicable)

Certificate of authority to transact business/certificate of good standing. (if applicable)

Taxes (e.g., city/county/state/federal)

State and local certifications (e.g. Professions/occupations/activities)

Licenses and permits (e.g., city/county license, sales permits)

Insurance (e.g., worker's compensation/unemployment compensation)



**(15) Terms and Conditions:**

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that the this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

\*\*\*\*\*The term of this agreement will end December 31, 2016.

**(16) Employee Bidding/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

Name and title of the elected or appointed official or employee of Christian County or any Political subdivision. What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

**(17) Independent Contractor:**

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

**(18) Replacement of Damaged Product:**

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

**(19) Prices:**

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

**(20) Description of Product:**

The vendor should present a detailed description of the product proposed on **the Pricing Sheet** in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

**(21) Non-Exclusivity:**

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

**(22) Billing and Payments:**

Invoices will be submitted to Accounts Payable, Clerk of the County Commission, 100 W. Church, Room 206, Ozark, MO 65721. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall also provide each department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit a reports required herein and a copy of each invoice as supporting documentation with the monthl statement.

Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform

required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date.

If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

### **(23) Return of Goods:**

Christian County may cancel any purchase at any time for a full credit.

### **(24) Services:**

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

### **(25) Reporting Requirements:**

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment of the contract or the completion of an independent audit, whichever is later. If any litigation, claim negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for a service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of

any of the funds paid to the vendor. The vendor further agrees that any audit exception noted governmental auditors shall not be paid by Christian County and shall be the sole responsibility the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

**(26) Excused Performance:**

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

**(27) Cancelling Service:**

The Christian County Commission reserves the right to discontinue service at any time by giving 30 days' notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

**(28) Determination for Award:**

The award shall be made to the lowest priced responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

*Agreements* signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

**(29) Protesting bid award:**

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

**(30) Suspension or debarment of Vendor:**

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

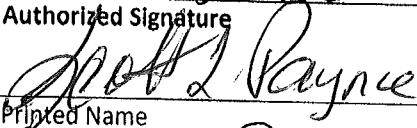
Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

**(31) Declaration:**

The vendor hereby declares understanding, agreement and certification of compliance to provide the Items and services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name Ozark Tire & Auto, LLC	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Ozark Tire & Auto, LLC
Mailing Address 1204 S. 3 <sup>rd</sup> Street	IRS Form 1099 Mailing Address 1204 S. 3 <sup>rd</sup> Street
City, State, Zip Code Ozark, mo 65721	City, State, Zip Code Ozark, mo 65721
Contact Person Wes Shepard or Scott Payne	Email Address wesshepard@yahoo.com
Phone number 417-581-6681	Fax number 417-581-6681
Authorized Signature 	Date 12-23-2015
Printed Name Scott Payne	Title CO-OWNER

List three (3) business references:

1<sup>st</sup>

Company Name

Representative Name

Carroll Tire

Springfield MO 65721  
City State Zip

Address

417-869-0762

Business Fax

Cellular Phone

Business Phone

email address if available

2<sup>nd</sup>

Company Name

Representative Name Danny Baur

O'Reilly Automotive

Ozark MO 65721  
City State Zip

Address

417 581-5317

(417) 582-1104

(417) 830-8404

Business Phone

Business Fax

Cellular Phone

email address if available

3<sup>rd</sup>

Company Name

Representative Name Mark Webb

Auto Zone

Ozark MO 65721  
City State Zip

Address

417 485-4130

Business Fax

Cellular Phone

Business Phone

email address if available

**(32) Contact Information:**

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov). This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

**CHRISTIAN COUNTY COMMISSIONERS**

Ray Weter, Presiding Commissioner

Bill Barnett, Western Commissioner

Sue Ann Childers, Eastern Commissioner



(33) PRICING SHEET

Specifications for Repair & Maintenance of Sheriff's fleet vehicles:

The Christian County Sheriff's Office operates most of the county's passenger vehicles which include Ford Crown Victoria Police Interceptors, Ford and Chevrolet trucks, Chevrolet Tahoes, Chevrolet Impalas, Dodge Chargers and Chevrolet Passenger vans. (See listing below). Bid may be awarded to multiple vendors, as follows: **Repair of Ford** products may be awarded to Ford certified dealerships. **Repair of GM** products may be awarded to GM certified dealerships and **MOPAR** products may be awarded to certified dealerships. **Maintenance of all vehicles** will be awarded to the vendor who best provides the services described below. The County reserves the right to use repair services by the vendor who is awarded the maintenance of all vehicles as long as the vendor has ASI Certified technicians on staff.

If awarded the services for 2016 Christian County reserves the right for a second opinion on any repair work before it is done as well as the option to have repair done by a vendor of the Sheriff's Office choice. **Any repair** other than preventative maintenance **will require an authorized quote and signature** before parts are ordered or work commences.

Christian County Sheriff's Office reserves the right to provide any part necessary for the repair of any vehicle at the cost of the County.

Preventative maintenance and services covered by this agreement:

- |                               |                              |
|-------------------------------|------------------------------|
| Oil and filter change         | mount and balancing of tires |
| Fuel filter                   | air filter                   |
| Transmission fluid flush      | tune up                      |
| Plugs and wires               | coolant flush                |
| Fuel system cleaning          | brake fluid system flush     |
| Mass air flow sensor cleaning | differential fluid change    |
| Transfer case fluid flush     | tire rotation                |

Repairs and or replacement included in this agreement include labor on brakes, rotors, and battery replacement.

The decision will be based on the bid that best fits this organization. This will be determined on references, experience, convenience, shop capacity, and cost. Members of the Sheriff's Office may visit each vendor's shop not only to view the shop, but also to speak with management in order to answer any questions that may arise through the bidding process. During these visits price negotiations will not occur.

Any and or all bids may be rejected due to cost, lack of shop capacity, lack of experience, or inability to meet the ongoing needs of the day to day operation of the Christian County Offices.

Attachment: Rep and Maint Ozark Tire and Auto (2690 : Bid Opening- Repair and Maintenance for Sheriff's Vehicles)

Service intervals occur every 5000 miles:

Cost and labor of 5 quart conventional oil / filter service \$ 43.25  
 Additional cost per quart of conventional oil \$ 5.00

Oil allowed for this contract includes Castrol, Mobil 1 and Valvoline  
 Oil and filter must meet factory specification

Safety Inspections every 5000 miles

Electrical system check (battery and alternator)	Check for proper clearance of converter and exhaust
Check fluid level for transmission	Check power steering hoses, coolant hoses, fuel lines hoses
Check fluid level for differential	Check vacuum brake hoses
Check power steering pump	Inspect engine mounts
Check fluid level for master cylinder	Inspect control arm bushings
Check fluid level for cooling system	Inspect sway bar
Check conditions of tires and air pressure	Inspect strut rod bushings
Inspect brake hoses	Service position crankcase ventilator system to manufacturer specifications
Check condition of ball joints	Check operation and adjustment of "E" brake
Check condition of steering linkage seals	Check condition of heat shields
Check condition of routing hoses and wiring for adequate protection and heat shielding	

*NO charge / with service*

Replace fuel filter @ 25,000 miles			
Make	Labor	Parts	Total cost
CVPI/Impala	<i>20.00</i>	<i>10.00</i>	<i>\$ 30.00</i>
Vans/Chevy 3500	<i>20.00</i>	<i>12.00</i>	<i>\$ 32.00</i>
Tahoe/Suburban	<i>20.00</i>	<i>12.00</i>	<i>\$ 32.00</i>
Dodge Charger Police	<i>NOT serviceable</i>		

Cooling system flush every 50,000 miles using <del>BG</del> Brand products and flush system		
Labor	Parts	Total cost
<i>60.00</i>	<i>32.00</i>	<i>\$ 92.00</i>

Fuel system cleaning service every 50,000 miles using <del>BG</del> Brand products		
Labor	Parts	Total cost
<i>0</i>	<i>12.95</i>	<i>\$ 12.95</i>

Differential grease exchange every 30,000 miles (make and model specific)		
Labor	Parts	Total cost
<i>40.00</i>	<i>24.00</i>	<i>\$ 64.00</i>

Mass air flow sensor cleaning		
Labor	18.50	Parts —
		Total cost \$ 18.50

Replace air filters per manufacturer specification		
Labor	18.50	Parts —
		Total cost \$ 18.50

Tire purchases, depending on bid amounts, may be completed by the Sheriff's Office. State bids allow the Sheriff's Office to often times purchase tires cheaper than commercial means. In the event there is not a state bid on a specific brand or style of tire, lowest or best bid will be sought on an individual basis.

Tire mount and computerized balance		
Labor	15.00	Parts —
		Total cost \$ 15.00

Tire repair		
Labor	15.00	Parts —
		Total cost \$ 15.00

Tire rotation (including spare where applicable) conducted every other oil change or as needed.		
Labor	5.00	Parts —
		Total cost \$ 20.00

Battery Replacement		
Job	Labor	Cost - Labor
Patrol Vehicles	\$ 30.00	\$ 30.00
Non Patrol Vehicles	\$ 30.00	\$ 30.00

Brakes System; Christian County retains the right to purchase brakes from vendors other than the vendor who is awarded the brake repair/maintenance bid. Brake pads and rotors should be lifetime warranty

*(Warranty on duracast products only)*

Police/pursuit rated patrol vehicles			
CrownVic P71	Labor \$ 60.00	Parts 180.00	Cost \$ 240.00
Impala	Labor 60.00	Parts 150.00	Cost \$ 210.00
Tahoe	Labor 60.00	Parts 170.00	Cost \$ 230.00
Charger	Labor 60.00	Parts 180.00	Cost \$ 240.00

*Under warranty labor only - (Unless Warranty)*

Brake system flush and fill upon copper content reaching 200 PPM or beyond. (all vehicles)		
Labor	25.00	parts 8.50
		cost \$ 33.50

Computer diagnostic services		
Labor	NO Charge	Parts —
		cost —

Starting and charging diagnostic		
Labor <u>no charge</u>	Parts <u>—</u>	cost <u>—</u>

All warranty work will be completed by manufacturer authorized shop.  
 Service and maintenance work on all vehicles will be performed to manufacturer specification.  
 Does vendor charge for shop materials, supplies, etc? Yes \_\_\_\_\_ No ✓  
 (if yes, explanation of cost is to be supplied)

Required line item invoice for all expenses billed including parts and labor.

Type of billing vendor will be supplying. Individual Invoices/Monthly Statement.

Does vendor supply fleet discounts? Yes \_\_\_\_\_ No ✓

If yes, explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Days and hours of vendor operations Mon-Fri 8:00 a.m. - 5:00 p.m.

Tire disposal fee: no charge

Oil disposal fee: no charge

Maintenance hourly rate: \$ 65.00

Repair hourly rate: \$ 65.00

Will vendor pick up work from Sheriff's Office? yes

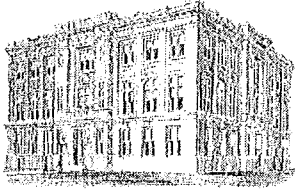
Is vendor insured to provide such service? yes

Capability to store cars in locked/secured facility overnight? yes

References; NAME	ADDRESS	PHONE
Family Pharmacy -	Mandy Morris	224-3107
Chuck Murkin -		581-3300
Long Refrigeration -	Randy Long	581-8138
Health Systems -	Bobby Oliver	<del>811</del> 581-0471

For specific information contact Sheriff Brad Cole or Steve Maples at the Christian County Sheriff's Office at 582-5333.

# Christian County Commission



FILE COPY

## Invitation to Bid

Return bid no later than: 9:00 a.m. December 28<sup>th</sup>, 2015 Central Time

Product or Services Requested: Emergency Light Bars & Vehicle enforcement Equipment for Sheriff's Vehicles  
(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: December 28<sup>th</sup>, 2015

Bid Opening Time: 9:15 a.m.

Contact: Cheryl Mitchell Administrative Assistant  
Christian County Commission  
100 W. Church Street Room 100  
Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov)

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invites to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

### 1) Submitting your bid:

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN". If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

### (2) Late bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent post office or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

**(3) Bid Withdrawal:**

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

**(4) Product Samples:**

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

**(5) Itemization of Proposal:**

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemized all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

**(6) Minority Business Participation:**

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

**(7) Communication with County Employees:**

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor and the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

**(8) Collusion:**

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

**(9) Discount applicable:**

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

**(10) Incurred costs:**

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendor's agent, employees, assigns or others whether related or not to vendor.

**(11) For Construction Services:**

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

**(12) Vendor's Personnel Qualifications:**

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall provide a list of names, social security numbers and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

**(13) Insurance:**

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

**(14) Vendor Liability:**

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

**(15) Business Compliance:**

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:  
Registration of business name. (if applicable)  
Certificate of authority to transact business/certificate of good standing. (if applicable)  
Taxes (e.g., city/county/state/federal)  
State and local certifications (e.g. Professions/occupations/activities)  
Licenses and permits (e.g., city/county license, sales permits)  
Insurance (e.g., worker's compensation/unemployment compensation)

**(16) Terms and Conditions:**

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions renders a vendor's bid non-responsive and remove it from consideration for award.

**Christian County will enter into a one-year agreement.**

Christian County has the option of renewing the agreement for two (2) additional one-year periods. This process is accomplished by a vote of the County Commission each year and a letter notifying vendor of the award.

The Commission will give vendor a 30 day written notice prior to the end of the term whether the county has exercised its option to renew or not.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference. Prices quoted will cover all renewal periods.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by both the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, actual or oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**(17) Employee Bidding/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

Attachment: Veh equip sheriff vehicles Ed Roehr (2691 : Bid Opening-Emergency Light Bars and Vehicle Enforcement Equipment)



Name and title of the elected or appointed official or employee of Christian County or any Political subdivision. What is the percentage of ownership interest in the ve organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

**(18) Independent Contractor:**

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

**(19) Substitutions:**

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

**(20) Replacement of Damaged Product:**

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

**(21) Prices:**

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period and subsequent potential terms conditions. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

**(22) Fuel charges:**

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for the current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

**(23) Description of Product:**

The vendor should present a detailed description of the product proposed on the Pricing Sheet (Page 16) in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

**(24) Non-Exclusivity:**

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

**(25) Billing and Payments:**

Invoices will be submitted to Accounts Payable, Clerk of the County Commission, 100 W. Church, Room 206, Ozark, MO 65721. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide each department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. **Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.** Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or service fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

**(26) Return of Goods:**

Christian County may cancel any purchase at any time for a full credit.

**(27) Management of Materials:**

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by Christian County Commissioners. *The decision of the adjustment to the cost by Christian County shall be final and without recourse.*

**(28) Schedule:**

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. The vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contractor.

**(29) Services:**

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper as needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to be used. The vendor shall submit invoices to the vendor and receive payments from the vendor.

**(30) Reporting Requirements:**

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an accessible format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor the amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

**(31) Liquidated Damages:**

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

**(32) Excused Performance:**

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

**(33) Cancelling Service:**

The Christian County Commission reserves the right to discontinue service at any time by giving a 30 day notice. The vendor shall agree and understand that the vendor terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

**(34) Determination for Award:**

The award shall be made to the lowest priced responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

**(35) Protesting bid award:**

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. A written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

**(36) Suspension or debarment of Vendor:**

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order. Providing false or misleading information on an application, in a bid, or in correspondence to county offices. Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

**(37) Contact Information:**

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov). This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

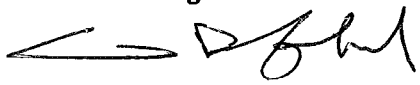
Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS  
Ray Weter, Presiding Commissioner  
Bill Barnett, Western Commissioner  
Sue Ann Childers, Eastern Commissioner

**(38) Declaration:**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon rec of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a bindin contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name ED Roehr Auto Radio CO. INC.	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. 43 0624955
Mailing Address 2710 Locust St. St Louis MO. 63103	IRS Form 1099 Mailing Address 2710 Locust St.
City, State, Zip Code St Louis MO. 63103	City, State, Zip Code St Louis MO. 63103

Contact Person Scott Duerfahrd	Email Address scott@edroehrsafety.com
Phone number (314) 277-6112	Fax number (314) 533-3830
Authorized Signature 	Date 12.24.15
Printed Name Scott Duerfahrd	Title Regional Sales Rep Southern Missouri

Attachment: Veh equip sheriff vehicles Ed Roehr (2691 : Bid Opening-Emergency Light Bars and Vehicle Enforcement Equipment)

Exhibit A-References

List three (3) business references:

1<sup>st</sup>

Company Name Shrewsbury Police Representative Name Chief Jeff Keller  
4400 Shrewsbury Ave Shrewsbury MO 63119  
 Address City State Zip  
(314) 647-5656 (314) 647-0019 (314) 609-8324  
 Business Phone Business Fax Cellular Phone  
jkeller@cityofshrewsbury.com  
 email address if available

2<sup>nd</sup>

Company Name Olivette Police Department Representative Name Major Roemer  
9473 Olive Blvd. Olivette MO 63132  
 Address City State Zip  
(314) 993 3610 (314) 993-8135 \_\_\_\_\_  
 Business Phone Business Fax Cellular Phone  
jroemer@olivettemo.com  
 email address if available

3<sup>rd</sup>

Company Name Ladue Police Department Representative Name Sgt. Greg Stork  
9345 Clayton Rd. Ladue MO 63124  
 Address City State Zip  
(314) 993-1214 (314) 993-5652 (314) 562-7475  
 Business Phone Business Fax Cellular Phone

Attachment: Veh equip sheriff vehicles Ed Roehr (2691 : Bid Opening-Emergency Light Bars and Vehicle Enforcement Equipment)

email address if available

### Exhibit B-PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)
<i>( See ATTACHED Document for Pricing &amp; INFO )</i>			

Attachment: Veh equip sheriff vehicles Ed Roehr (2691 : Bid Opening-Emergency Light Bars and Vehicle Enforcement Equipment)

## Specifications for Sheriff's emergency lightbars, exterior lighting and vehicle equipment

1. Code 3 Defender 47" loaded red/blue with takedown and alley lights
2. Code 3 Defender 52" loaded red/blue with takedown and alley lights
3. Code 3 2100TR 47" loaded red/blue with takedown and alley lights
4. Code 3 2100TR 52" loaded red/blue with takedown and alley lights
5. SoundOff Signal NForce 48" loaded red/blue with takedown and alley lights
6. SoundOff Signal NForce 54" loaded red/blue with takedown and alley lights
7. Mirror beam red and blue LED lights for Tahoe, Impala, Charger, and Silverado
8. Surface mount red and blue LED lights for push bumper and rear mounting
9. Equipment console for 2015 Chevrolet Tahoe, 2016 Impala, 2016 Silverado
10. Siren and light control box capable of operating the above listed lightbars
11. Rhino wrap around push bumper for 2015 Chevrolet Tahoe, 2016 Impala, 2016 Silverado

# Ed Roehr Safety Products Co.



## Products bid on:

We are pleased to quote your inquiry as follows:

Quantity	Description	Price	Amount
	Line Item #1 - Code 3 Defender Light Bar 47 Inch:		
1	<b>DF47A</b> 47" light bar, red/blue tricore led's, 4 takedowns, 2 alleys, blk top	1,549.00	1,549.00
	lens covers, mounting bracket for vehicle, 10 YEAR WARRANTY		
	<b><i>DRAWING ATTACHED</i></b>		
	Line Item #2 - Code 3 Defender Light Bar 52 Inch:		
1	<b>DF52A</b> 52" light bar, red/blue tricore led's, 2 takedowns, 2 alleys, blk top	1,649.00	1,649.00
	lens covers, mounting bracket for vehicle, 10 YEAR WARRANTY		
	<b><i>DRAWING ATTACHED</i></b>		
	Line Item #3 - Code 3 2100TR Light Bar 47 inch:		
1	<b>21TRPL47A10</b> 47" torus led bar with 4 takedowns, 2 alleys, red/blue, blk	1,145.00	1,145.00
	top lens covers, upgraded TRS9 modules, mounting kit for vehicle		
	10 YEAR WARRANTY		
	<b><i>DRAWING ATTACHED</i></b>		
	Line Item #4 - Code 3 2100TR Light Bar 52 inch:		
1	<b>21TRPL47A5</b> 47" torus led bar with 4 takedowns, 2 alleys, red/blue, blk	1,220.00	1,220.00
	top lens covers, upgraded TRS9 modules, mounting kit for vehicle		
	10 YEAR WARRANTY		
	<b><i>DRAWING ATTACHED</i></b>		

Attachment: Veh equip sheriff vehicles Ed Roehr (2691 : Bid Opening-Emergency Light Bars and Vehicle Enforcement Equipment)



	<b><u>ALL LIGHT BARS INCLUDE ARROW STICK AT NO CHARGE</u></b>		
	Line Item #7 - Mirror Beam 1 Red/ 1 Blue Lights for all 3 vehicles		
	one of each per vehicle		
1	EN2B3R Sound off signal red under mirror light, 180 degree viewing	127.99	127.99
1	EN2B3B Sound off signal Blue under mirror light, 180 degree viewing,	127.99	127.99
	Line Item #8 - Surface mount LED lights:		
1	XT6RB code 3 dual split color 6 head led light with bezel (EACH)	56.99	56.99
	5 year no hassle warranty		
	Line Item #9 - Equipment Consoles:		
	<b>2015 Tahoe:</b>		
1	425-6268 Jotto contour console w/ locking lid area, 20" faceplates, 28" floor plate	575.00	575.00
	<b>bottom items included in pricing:</b>		
1	425-6038 4 inch utility box with 2 cup holders	51.00	
1	425-6260 jotto arm rest structure mount	63.00	
1	<b>Faceplates no charge, must specify</b>		
	<b>2016 Impala:</b>		
1	425-6137 jotto console, 12" of angled under dash faceplate space	218.00	218.00
1	<b>Faceplates no charge, must specify</b>		
	<b>2016 SILVERADO: bucket seat model</b>		
1	425-6268 Jotto contour console w/ locking lid area, 20" faceplates, 28" floor plate	575.00	575.00
	<b>bottom items included in pricing:</b>		
1	425-6038 4 inch utility box with 2 cup holders	51.00	
1	425-6260 jotto arm rest structure mount	63.00	
1	<b>Faceplates no charge, must specify</b>		
	Line Item #10 - Siren and light control box:		
1	3672L4 code 3 Vcon siren with light controls	289.00	289.00
	5 year no hassle warranty		
	upgrade to mastercom siren is an additional 60.00 \$349.00		

Attachment: Veh equip sheriff vehicles Ed Roehr (2691 : Bid Opening-Emergency Light Bars and Vehicle Enforcement Equipment)

	Line Item #11 - Go Rhino wrap around push bumper:			
	<b>2015 Tahoe:</b>			
1	5165 Go Rhino Push bumper 5000 series	280.00	537.00	537.00
	5167WHD heavy duty wraparound	257.00		
	<b>2016 Impala: PPV model only</b>			
1	5081 Go Rhino push bumper 5000 series	259.00	425.00	425.00
	5081W standard wrap arounds	166.00		
	<b>2016 SILVERADO:</b>			
1	3171MB Go Rhino grille guard with brush guard and headlight protectors		539.00	539.00
	black			
	<b>NO HASSLE WARRANTY INFO FROM CODE 3 ATTACHED</b>			

If you have any questions concerning this quotation please contact  
 Scott Duerfahrd (314) 277-6112

Attachment: Veh equip sheriff vehicles Ed Roehr (2691 : Bid Opening-Emergency Light Bars and Vehicle Enforcement Equipment)



Configuration Name: DF47A - ED ROEHR - MHP (STATE SPECIAL) EXTRA TD

**DEFENDER OPTIONS**

Cable Hole Exit Passenger Side Cable Exit  
Cable: 15' Cable Length  
Flash Pattern Software 800 Series

**MOUNTING**

Mounting Kit Non-Lighted Mounting Platform \*Default\* (LIT3KIT)  
Mounting Adapter ~~BEHRM1~~

**ARROWSTIK OPTIONS**

Arrowstik Yes  
# of Arrowstik Lightheads 6  
NASCC Arrowstik Controller No  
Arrowstik w/ "End Flash" Option No

**DEFENDER UPGRADES**

Clear w/ Black

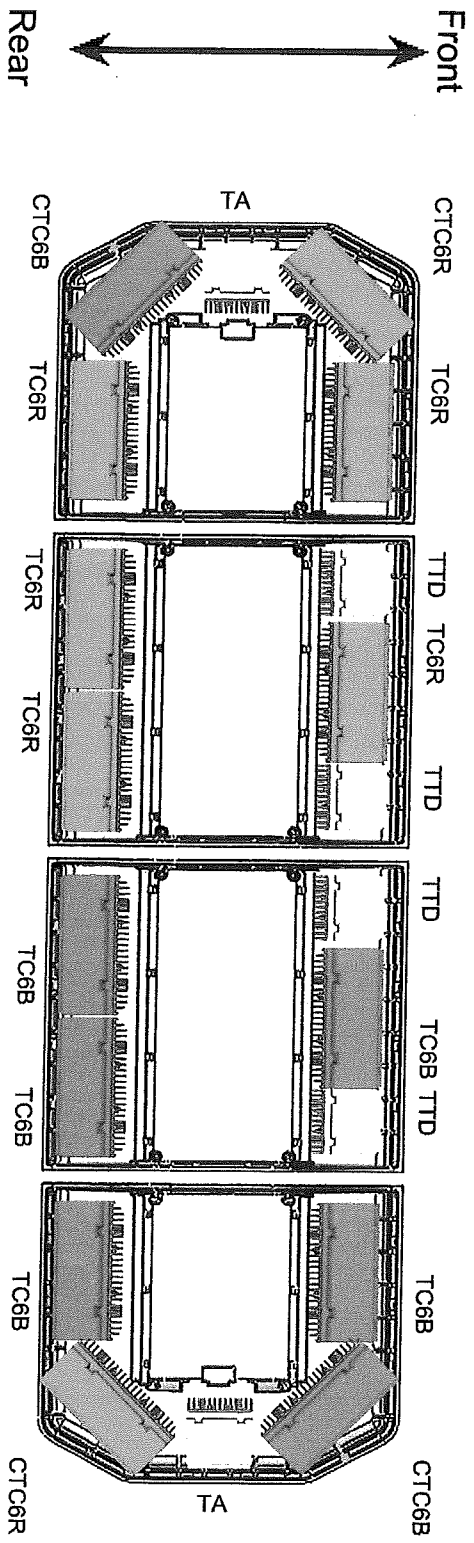
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Upper Lenses





Configuration Name: DF52A - ED ROEHR - MHP (STATE SPECIAL)

Date: 03/06/12

**DEFENDER OPTIONS**

Cable Hole Ext Passenger Side Cable Exit  
Cable: 15' Cable Length  
Flash Pattern Software 800 Series

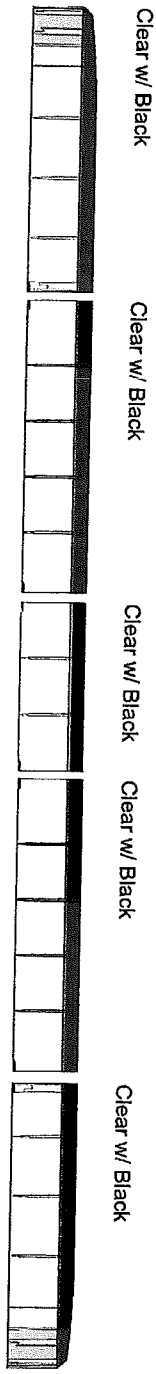
**MOUNTING**

Mounting Kit Non-Lighted Mounting Platform \*Default\* (LIT3KIT)  
Mounting Adapter CVYTH07-52

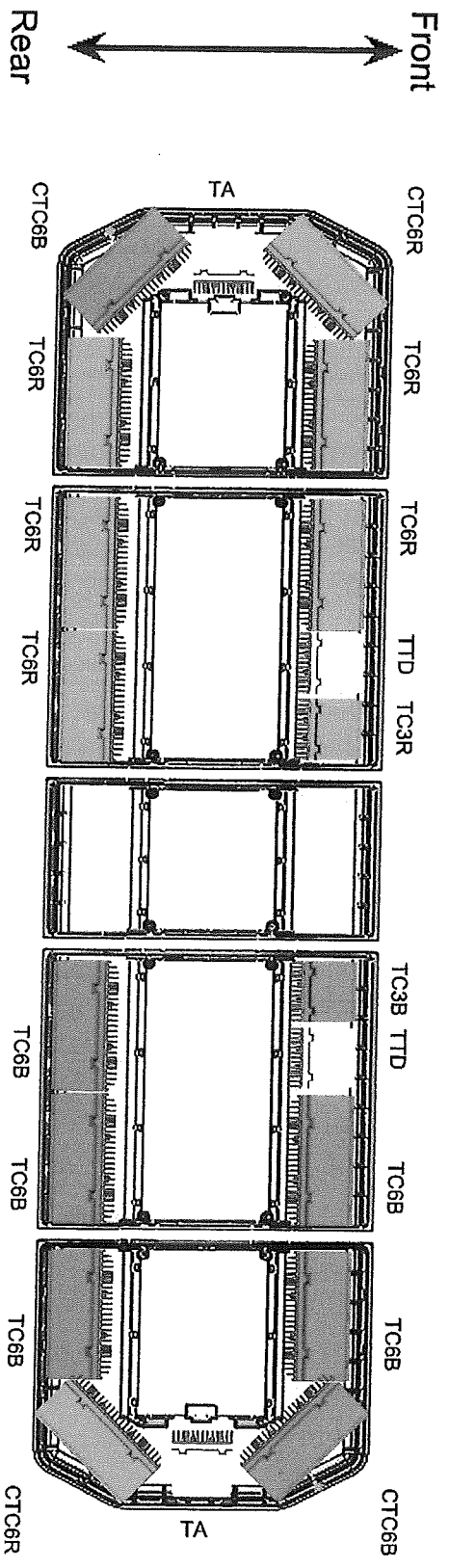
**ARROWSTIK OPTIONS**

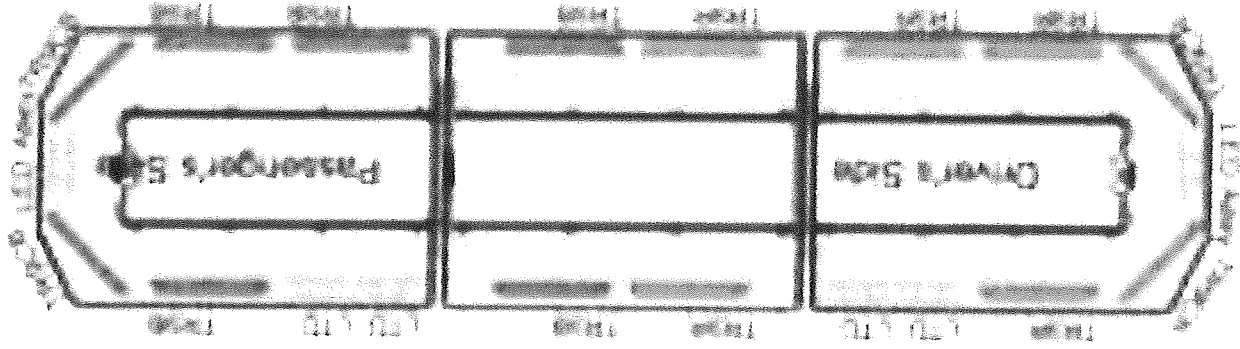
Arrowstik Yes  
# of Arrowstik Lighthoods 6  
NASCC Arrowstik Controller No  
Arrowstik w/ "End Flash" Option No

**DEFENDER UPGRADES**



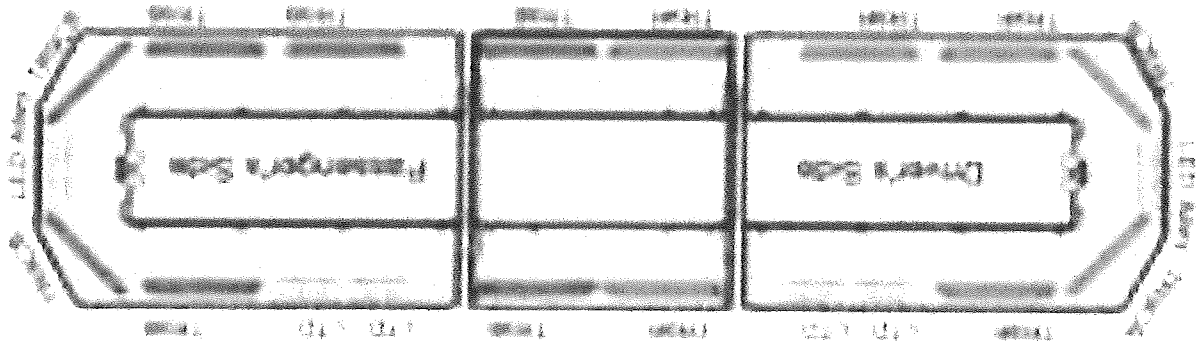
Upper Lenses





52 inch Torus Light Bar with 4 Takedowns, 2 Alleys, All RED/BLUE, BLACK TOP LENS COVERS, Upgraded TRSS9 LED's and arrow stick option included.

## 21TRPL52A5



47 inch Torus Light Bar with 4 Takedowns, 2 Alleys, All RED/BLUE, BLACK TOP LENS COVERS, Upgraded TRSS9 LED's and arrow stick option included.

## 21TRPL47A10

### CODE 3 BIDDED 21TR LIGHT BARS



# **Code 3 is introducing a hassle free warranty policy!**

This Policy is effective as of Jan 1<sup>st</sup>, 2015 and is retroactive to products under warranty currently in the field.

**Code 3's Warranty process changes are controlled with documented instructions:**



**Definitions (3 warranty categories)**

Hassle Free Product: The product will be advanced replaced if the product meets warranty criteria.

Hassle Free Parts: Components of this product will be advanced replaced if the product meets warranty criteria.

Standard Policy: This product must be returned for analysis and repair.

**Product family/type will determine how the warranty claim is processed. Warranty durations and exclusions have not changed.**



Warranty	Product Family	Product(s)	Duration	Exclusions
Hassle Free Product	Auxiliary Lights	XT series, T-Trax, HIDE A Bait series, LE D-Bx, Torus-Bx, MIRA	5 YRS	
	Remote Power Supplies	235, 400, 475, CP9000	3 YRS	
	LED Beacons	Frontier, Quadrant, 420 LED, 5th Gen, Q1195, LS222, 2004 LED	5 YRS	Arch Beacon
	Strobe Beacons	LI400, LI800, LI2000, 90 Series, LI000, 19200, LI200, 2002 Strobe	2 YRS	
	Large Beacons	LP6100 Strobe, 410 Rotator, 420 Rotator, LP8100 Rotator, XLS100, XS6000	1 YR	
Hassle Free Parts	Light bars (LED modules, CC boards)	Defender, 2700, 2100, ExciteFour, MIX, FM5000, XP9500	5 YRS	Lenses, cables, brackets, mounting hardware, wire harnesses, emitters, strobes, halogens (1 year warranty)
	Mini-Bars (LED modules, CC boards)	Duo-Beam, 2722, Defender mini, XP9501, 211R, 211F, Arch Beacon	5 YRS	Lenses, cables, brackets, mounting hardware, wire harnesses, emitters, strobes, halogens (1 year warranty)
	Speaker (drivers)	2100, CS100, CS500	5 YRS	None
Standard Policy	Sirens	Z3, R15, MASTER0000 (S200, Xcel), HZ CONVERT	5 YRS	INCORPORATED BACK LIGHTING



# Technical Service will still troubleshoot for customers



## Troubleshooting

Technical Service will help the customer troubleshoot the product when applicable. If it is determined the product or part must be replaced, the technician will verify that the product meets warranty criteria and then replace the product or part.

Some failed product will still need to be returned to Code 3 for analysis. We must continue to analyze failures for continuous improvement.



**Returns**

Code 3 may ask that the product be returned for review or analysis. Code 3 will pay return freight back to Code 3.

Returns are at the discretion of Code 3 Technical Service and Quality representatives.

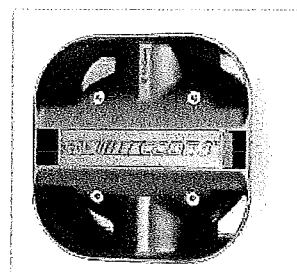
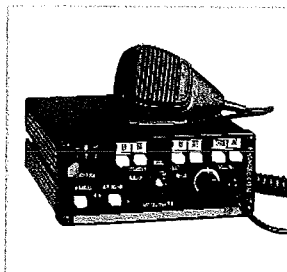
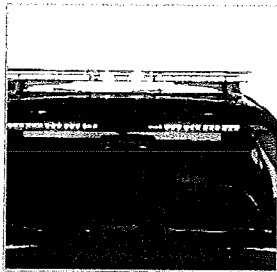
# THE PSE 100 CLUB

## EXTENDED WARRANTIES ON CODE 3 AND KUSTOM SIGNALS PRODUCTS

Code 3, Inc. will provide:

10-year Warranty on LEDs

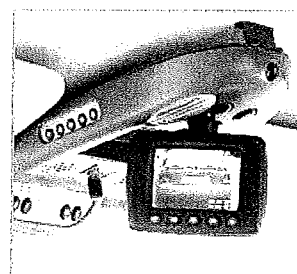
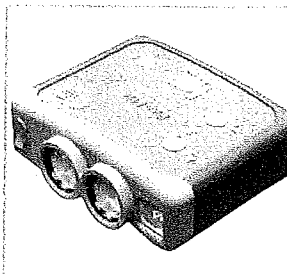
5-year Warranty on Speakers and Sirens



Kustom Signals, Inc. will provide:

10-year Warranty on Speed Awareness and Enforcement Products

2-year Warranty on Video Products



**CODE 3**<sup>®</sup>  
INC.

10986 N. WARSON ROAD  
ST. LOUIS, MO 63114-2029  
(314) 426-2700 • WWW.CODE3PSE.COM

**KUSTOM** SIGNALS, INC.

9325 PFLUMM • LENEXA, KS 66215  
(913) 492-1400  
WWW.KUSTOMSIGNALS.COM



# CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100

Ozark, Missouri 65721

Phone: 417-582-4300 • Fax: 471-581-5924

**Ray Weter**  
Presiding Commissioner

**Bill Barnett**  
Western Commissioner

**Sue Ann Childers**  
Eastern Commissioner

December 21, 2015

Libby Nichols  
CO. Health Care, LLC  
P.O. Box 1665  
Ozark, MO 65721

Dear Libby,

The Christian County Commission voted today to award the bid for Inmate Health Care to CO. Health Care, LLC. This award is for a one year period with the option of renewing. We thank you for participating in the bidding process and look forward to working with you.

Sincerely,

Bill Barnett  
Western Commissioner

Ray Weter  
Presiding Commissioner

Sue Ann Childers  
Eastern Commissioner

Attachment: Co Healthcare bid agreement (2694 : Bid Decision-Inmate Healthcare Services)



# CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100  
Ozark, Missouri 65721  
Phone: 417-582-4300 • Fax: 471-581-5924

**Ray Weter**  
Presiding Commissioner

**Bill Barnett**  
Western Commissioner

**Sue Ann Childers**  
Eastern Commissioner

December 28<sup>th</sup>, 2015

Ozark Tire and Auto, LLC  
Scott Payne  
1204 S 3<sup>rd</sup> St  
Ozark, MO 65721

Dear Scott,

The Christian County Commission voted today to award the bid for Repair and Maintenance for Sheriff's vehicles to TriLakes Motors, Dennis Hanks Chevrolet, Campbell Ford, Steve's Automotive and JK Auto Repair. We appreciate you participating in the bidding process and look forward to your bid next year.

Sincerely,

Bill Barnett  
Western Commissioner

Ray Weter  
Presiding Commissioner

Sue Ann Childers  
Eastern Commissioner

Attachment: Bid Award Rep and Maint sheriff vehicles (2697 : Bid Decision-Repair and Maintenance for Sheriff's Vehicles)



# CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100  
Ozark, Missouri 65721

Phone: 417-582-4300 • Fax: 471-581-5924

**Ray Weter**  
Presiding Commissioner

**Bill Barnett**  
Western Commissioner

**Sue Ann Childers**  
Eastern Commissioner

December 28<sup>th</sup>, 2015

TriLakes Motors  
Steve's Automotive  
JK Auto Repair  
Dennis Hanks Chevrolet  
Campbell Ford


To Whom It May Concern,

The Christian County Commission voted today to award the bid for Repair and Maintenance for Sheriff's vehicles to TriLakes Motors-for all warranty maintenance and as needed repairs on Chrysler vehicles, Dennis Hanks Chevrolet-for all warranty maintenance on Chevrolet vehicles, Campbell Ford-for all warranty maintenance on Ford vehicles, Steve's Automotive and JK Auto Repair-for all other maintenance depending on price and availability. This award is for a one year period with the option of renewing for an additional two years, reviewing yearly. We thank you for participating in the bidding process and look forward to doing business with you.

Sincerely,

  
\_\_\_\_\_  
Bill Barnett  
Western Commissioner

  
\_\_\_\_\_  
Ray Weter  
Presiding Commissioner

  
\_\_\_\_\_  
Sue Ann Childers  
Eastern Commissioner

Attachment: Bid Award Rep and Maint sheriff vehicles (2697 : Bid Decision-Repair and Maintenance for Sheriff's Vehicles)