



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 5172)**

Meeting: 05/21/20 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5172

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# Meeting Attachments

### ATTACHMENTS:

- 052120 CERTIFIED COURT ORDER NO. 05-212020-01 (PDF)
- 052120 BID - STORMWATER PIPES CULVERTS - HARRY COOPER SUPPLY (PDF)
- 052120 BID - STORMWATER PIPES CULVERTS - METAL CULVERTS INC\_ (PDF)
- 052120 BID - STORMWATER PIPES CULVERTS - VIEBROCK SALES (PDF)
- 052120 BID - ROADWAY STRIPING - RF SEALING STRIPING (PDF)

RECEIVED  
PB @ 11:21 AM  
MAY 20 2020

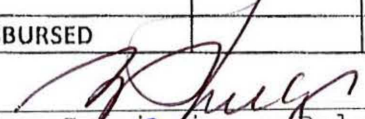
The Treasurer is hereby ordered to pay the following entities: KAY BROWN  
COUNTY CLERK


**CART**

May 20, 2020  
Receipt #: 3164

April 2020 Term

AMOUNT RECEIVED		222-43354	107,684.93	Check #
BRIDGE		15.00%	16,152.74	
	ROAD MILES			
COMMON 1	297.51	29.67%	31,950.12	
COMMON 2	280.69	27.99%	30,141.01	
BILLINGS SPECIAL	103.25	10.30%	11,091.55	
GARRISON SPECIAL	24	2.39%	2,573.67	
OZARK SPECIAL	102.97	10.27%	11,059.24	
SELMORE SPECIAL	27.5	2.74%	2,950.57	
SOUTH SPARTA SPECIAL	11.1	1.11%	1,195.30	
STONESHIRE SPECIAL	5.3	0.53%	570.73	
TOTAL ROADS	852.32	100.00%	91,532.19	
TOTAL BRIDGE			16,152.74	
TOTAL DISBURSED			107,684.93	

 5/21/2020  
Presiding Commissioner Ralph Phillips

 5/21/2020  
Western Commissioner Hosea Bilyeu

 05-21-2020  
Eastern Commissioner Mike Robertson

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 21st day of May, 2020.



**HARRY COOPER SUPPLY**  
**605 N SHERMAN PARKWAY**  
**SPRINGFIELD, MO 65802-3656**  
**417-865-8392 Fax 417-873-9145**

**This Is Not An Order**  
**Quotation Only**

QUOTE DATE	QUOTE NUMBER
05/18/20	S4467960
ORDER TO: HARRY COOPER SUPPLY 605 N SHERMAN PARKWAY SPRINGFIELD, MO 65802-3656 417-865-8392 Fax 417-873-9145	PAGE NO.  1

QUOTE TO:  
 CHRISTIAN COUNTY HIGHWAY DEPARTMENT  
 1106 W JACKSON ST  
 OZARK, MO 65721-9158

SHIP TO:  
 CHRISTIAN COUNTY HIGHWAY DEPAR  
 1106 W JACKSON ST  
 OZARK, MO 65721-9158

JOB BID:

REQUIRED DATE	CUSTOMER ORDER NUMBER	WRITTEN BY	SALESPERSON	
05/18/20	ANNUAL BID 2020	Michael D Totten	HOUSE	
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
100ft	4837891	ADSDRAIN GRAY 12650020IBPL1 12INX20FT HDPP HIGH PERFORMANCE STORM	586.00/c	586.00
100ft	4828129	ADSDRAIN GRAY 15650020IBPL1 15IN 20FT HDPP HIGH PERFORMANCE STORM	784.00/c	784.00
100ft	4832232	ADSDRAIN GRAY 18650020IBPL1 18IN X 20FT HDPP HIGH PERFORMANCE STORM	1091.00/c	1091.00
100ft	4828132	ADSDRAIN GRAY 24650020IBPL1 24IN HDPP HIGH PERFORMANCE STORM	1744.00/c	1744.00
100ft	4779616	ADSDRAIN 30650020IBPL1 30INX20FT HP STORM HIGH PERFORMANCE PIPE DUAL WALL	2824.00/c	2824.00
100ft	4728600	<b>Special Order - non returnable.</b> ADSDRAIN 36650020IBPL1 36IN HP DUAL WALL STORM PIPE AASHTO	3067.00/c	3067.00
100ft	4859351	<b>Special Order - non returnable.</b> ADSDRAIN 42650020IBPL1 42INX20FT HDPP HIGH PERFORMANCE PIPE	3809.00/c	3809.00
100ft	4895143	<b>Special Order - non returnable.</b> ADSDRAIN 48650020IBPL1 48IN X 20FT HP GRAY STORM PIPE HDPP HIGH PERFORMANCE DUAL WALL	5407.00/c	5407.00
100ft	4903423	<b>Special Order - non returnable.</b> ADSDRAIN 60650020IBPL1 60IN X 20FT HP GRAY STORM PIPE HDPP HIGH PERFORMANCE DUAL WALL <b>Special Order - non returnable.</b> TAXES NOT INCLUDED	7344.00/c	7344.00
			<b>Subtotal</b>	<b>26656.00</b>
			<b>S&amp;H CHGS</b>	<b>0.00</b>
			<b>Amount Due</b>	<b>26656.00</b>

THIS IS A QUOTATION  
 Prices are subject to change without notice.  
 APPLICABLE TAXES EXTRA!

# Christian County Commission



## Invitation to Bid/Request for Proposal

REQUESTED: Invitation to Bid for Stormwater Pipes & Culverts (Annual Contract)

CONTACT: Krista Raleigh

PHONE: (417)582-4305

EMAIL: [kraleigh@christiancountymo.gov](mailto:kraleigh@christiancountymo.gov)

RETURN BID NO LATER THAN: 9:15 a.m. (Central Standard Time), May 21, 2020

BID OPENING DATE: May 21, 2020

BID OPENING TIME: 9:30 a.m. (Central Standard Time)

RETURN BID TO: Christian County Commission  
100 West Church Street, Room 100  
Ozark, Missouri 65721

**NOTE: Please provide one (1) unbound original and one (1) copy of your detailed bid proposal.**

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

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 invitations 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) SUBMITTAL INSTRUCTIONS:**

Please print the due date on the outside of the package and return this entire document with your bid submission. Mark your sealed envelope "BID DOCUMENTS – DO NOT OPEN". Sealed bids must be received at the Christian County Commission by the return date and time. No bid transmitted by fax machine or email will be accepted. 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. If the Commission office receives a container which is not identifiable as a bid/proposal, the container will be opened in order 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 during the Christian County Commission meeting 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 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 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) 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.

**(10) 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.

**(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) 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.

**(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 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 in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the 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 per 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 or 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 may render 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 Commissioners 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.

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 and between the duly authorized representative of 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, acts, and 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, 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?

**(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 the 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. 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 a 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 **Bid 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.

**(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 Christian County Highway Department, 1106 W Jackson St., 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

the 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 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.

**(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 the 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. 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 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.

**(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 acceptable 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 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.

**(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 shall 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 and best 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.

**(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 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.

**(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) PRICING SHEET~~ PLEASE SEE BID TABLE BELOW

Product/Service	Size/Type	Frequency	Price (includes all fees)

(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 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 <b>HARRY COOPER SUPPLY CO.</b>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <b>HARRY COOPER SUPPLY CO. INC.</b>
Mailing Address <b>605 SHERMAN PKWY</b>	IRS Form 1099 Mailing Address <b>605 SHERMAN PKWY</b>
City, State, Zip Code <b>Springfield, Mo. 65801</b>	City, State, Zip Code <b>Springfield, Mo. 65801</b>

Contact Person <b>MIKE TOTTEW</b>	Email Address <b>mike.tottew@harrycooper.com</b>
Phone number <b>417.875.7703</b>	Fax number <b>417.875.7761</b>
Authorized Signature 	Date <b>5/18/20</b>
Printed Name <b>MIKE TOTTEW</b>	Title <b>MUNICIPAL SALES</b>

List three (3) business references:

1<sup>st</sup>

Company Name	Representative Name		
<u>American Standard Brands</u>	<u>DALLAS</u>	<u>TX.</u>	<u>75320</u>
Address <u>PO BOX 202893</u>	City	State	Zip
<u>800-442-1902</u>	<u>615-874-7715</u>	<u>—</u>	
Business Phone	Business Fax	Cellular Phone	

email address if available

2<sup>nd</sup>

Company Name	Representative Name		
<u>TONEJ-STEPHANS Corp.</u>	<u>MOODY</u>	<u>AL</u>	<u>35004</u>
Address <u>3249 MOODY PIKWAY</u>	City	State	Zip
<u>800-355-6637</u>	<u>205-409-7693</u>	<u>—</u>	
Business Phone	Business Fax	Cellular Phone	

Credit.Department@plumbest.com

email address if available

3<sup>rd</sup>

Company Name	Representative Name		
<u>TOTO</u>	<u>ATLANTA</u>	<u>GA</u>	<u>30352</u>
Address <u>PO BOX 101388</u>	City	State	Zip
<u>888-295-8131</u>	<u>678-466-1301</u>	<u>—</u>	
Business Phone	Business Fax	Cellular Phone	

email address if available

**(39) Contact Information:**

Any additional information desired may be requested by contacting:

Krista Raleigh  
Purchasing Agent  
Christian County Government  
100 W. Church St, Room 100  
Ozark, MO 65721  
[kraleigh@christiancountymo.gov](mailto:kraleigh@christiancountymo.gov)  
(417) 582-4305

The email address listed above 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.



## Bid Specifications

The Christian County Commission is accepting bids for the following products and services: Stormwater Pipes and Culverts – Material Only. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

### EXCEPTIONS:

The Commission has made some exceptions to the regulations of this bid project. They are as follows:

- All bids must be valid for all of Christian County including any Special Road Districts that choose to participate.
- The County reserves the right to award to multiple vendors for each product/service.

The Christian County Commission would like to express their appreciation in taking the time and work to participate in the bid letting process. Thank you for all your work and support in making Christian County a better place to live and work.

STORMWATER PIPES AND CULVERTS ANNUAL CONTRACT

Specifications: Steel pipe material must comply with the most recent version of the Missouri Standard Specifications for Highway Construction, Sections 724, 725, 727 & 732 along with sections 1020 & 1024. Polypropylene pipe must comply with ASTM F2881 & AASHTO M330.

**BID TABLES**

<b>Plain Helical Galvanized Corrugated Steel Pipe, 16 Gauge (0.064)</b>				
<i>Item Description</i>	<i>Diameter (in.)</i>	<i>Length (ft.)</i>	<i>Unit</i>	<i>Unit Cost</i>
Round, 2- 2/3" x 1/2"	12	24	EA	\$ <b>No BID</b>
Round, 2- 2/3" x 1/2"	12	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	15 (17 x 13)	30	EA	\$
Round, 2- 2/3" x 1/2"	15	24	EA	\$
Round, 2- 2/3" x 1/2"	15	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	18 (21 x 15)	30	EA	\$
Round, 2- 2/3" x 1/2"	18	24	EA	\$
Round, 2- 2/3" x 1/2"	18	30	EA	\$
Round, 2- 2/3" x 1/2"	21	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	24 (28 x 20)	30	EA	\$
Round, 2- 2/3" x 1/2"	24	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	30 (35 x 24)	30	EA	\$
Round, 2- 2/3" x 1/2"	30	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	36 (42 x 29)	30	EA	\$
Round, 2- 2/3" x 1/2"	36	30	EA	\$
Round, 2- 2/3" x 1/2"	42	30	EA	\$
Round, 2- 2/3" x 1/2"	48	30	EA	\$
Round, 3" x 1"	72	30	EA	\$
Round, 3" x 1"	96	30	EA	\$
Round, 3" x 1"	120	30	EA	\$

Aluminum Coated Helical Steel Pipe, 16 Gauge (0.064)				
Item Description	Diameter (in.)	Length (ft.)	Unit	Unit Cost
Round, 2- 2/3" x 1/2"	12	24	EA	\$ No BID
Round, 2- 2/3" x 1/2"	12	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	15 (17 x 13)	30	EA	\$
Round, 2- 2/3" x 1/2"	15	24	EA	\$
Round, 2- 2/3" x 1/2"	15	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	18 (21 x 15)	30	EA	\$
Round, 2- 2/3" x 1/2"	18	24	EA	\$
Round, 2- 2/3" x 1/2"	18	30	EA	\$
Round, 2- 2/3" x 1/2"	21	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	24 (28 x 20)	30	EA	\$
Round, 2- 2/3" x 1/2"	24	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	30 (35 x 24)	30	EA	\$
Round, 2- 2/3" x 1/2"	30	30	EA	\$
Pipe Arch, 2- 2/3" x 1/2"	36 (42 x 29)	30	EA	\$
Round, 2- 2/3" x 1/2"	36	30	EA	\$
Round, 2- 2/3" x 1/2"	42	30	EA	\$
Round, 2- 2/3" x 1/2"	48	30	EA	\$
Round, 3" x 1"	72	30	EA	\$
Round, 3" x 1"	96	30	EA	\$
Round, 3" x 1"	120	30	EA	\$

Dual Wall Polypropylene (PP) Pipe				
Item Description	Inside Diameter (in.)	Length (ft.)	Unit	Unit Cost
Round	12	20	EA	\$ 5.86 FT
Round	15	20	EA	\$ 7.84 "
Round	18	20	EA	\$ 10.91 "
Round	24	20	EA	\$ 17.44 "
Round	30	20	EA	\$ 28.24 "
Round	36	20	EA	\$ 30.67 "
Round	42	20	EA	\$ 38.09 "
Round	48	20	EA	\$ 54.07 "
Round	60	20	EA	\$ 73.44 "

Pipe Accessories				
<i>Item Description</i>	<i>Pipe Material</i>	<i>Pipe Size</i>	<i>Unit</i>	<i>Unit Cost</i>
Connecting Band & Bolts	Steel, Round	12	EA	\$ No BID
Connecting Band & Bolts	Steel, Round	15	EA	\$
Connecting Band & Bolts	Steel, Pipe Arch	15	EA	\$
Connecting Band & Bolts	Steel, Round	18	EA	\$
Connecting Band & Bolts	Steel, Pipe Arch	18	EA	\$
Connecting Band & Bolts	Steel, Round	21	EA	\$
Connecting Band & Bolts	Steel, Pipe Arch	24	EA	\$
Connecting Band & Bolts	Steel, Round	24	EA	\$
Connecting Band & Bolts	Steel, Pipe Arch	30	EA	\$
Connecting Band & Bolts	Steel, Round	30	EA	\$
Connecting Band & Bolts	Steel, Pipe Arch	36	EA	\$
Connecting Band & Bolts	Steel, Round	36	EA	\$
Connecting Band & Bolts	Steel, Round	42	EA	\$
Connecting Band & Bolts	Steel, Round	48	EA	\$
Connecting Band & Bolts	Steel, Round	72	EA	\$
Connecting Band & Bolts	Steel, Round	96	EA	\$
Connecting Band & Bolts	Steel, Round	120	EA	\$
Metal Flared End Sections	Steel, Round	18	EA	\$
Metal Flared End Sections	Steel, Round	24	EA	\$
Metal Flared End Sections	Steel, Round	30	EA	\$
Metal Flared End Sections	Steel, Round	36	EA	\$
PP Pipe Coupler	As Req'd	Any	EA	\$
Metal Safety Bars	Steel, Round	18	EA	\$
Metal Safety Bars	Steel, Round	24	EA	\$
Metal Safety Bars	Steel, Round	30	EA	\$
Metal Safety Bars	Steel, Round	36	EA	\$

Additional Charges/Conditions

(Please list any additional, required items below along with pricing. Attach additional pages, if necessary)

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Company Name: HARRY COOPER SUPPLY CO.

Address: 605 SHERMAN PKWY

City: SPRINGFIELD State: MO. Zip: 65801

Phone: 417.224.1978 Fax: 417.875.7761 email: mike.totten@harrycooper.com

Company Representative: MIKE TOTTON

Signature: 

Date: 5/18/20

**FINAL MANDATORY COMPLIANCE CHECKLIST:**

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Krista Raleigh, Purchasing Agent  
(417) 582-4305  
[kraleigh@christiancountymmo.gov](mailto:kraleigh@christiancountymmo.gov)

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	✓
I understand that if I hand-deliver my bid to the Christian County Courthouse, I will need to go through a security checkpoint. This may take extra time.	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	✓
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 11, Section 38)	✓
I am including one (1) unbound original and one (1) copy of my bid.	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	✓
I am indicating on the envelope the good/service that I am bidding on.	✓

(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 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 <b>METAL CULVERTS, INC</b>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <b>METAL CULVERTS, INC</b>
Mailing Address <b>P.O. BOX 330</b>	IRS Form 1099 Mailing Address <b>P.O. BOX 330</b>
City, State, Zip Code <b>JEFFERSON CITY, MO 65102</b>	City, State, Zip Code <b>JEFFERSON CITY, MO 65102</b>

Contact Person <b>BRIAN TESTERMAN</b>	Email Address <b>SALES@METALCULVERTS.COM</b>
Phone number <b>573-636-7312</b>	Fax number <b>573-634-8729</b>
Authorized Signature 	Date <b>MAY 14, 2020</b>
Printed Name <b>BRIAN TESTERMAN</b>	Title <b>SALES REPRESENTATIVE</b>

List three (3) business references:

1<sup>st</sup>

Company Name COLE COUNTY COMMISSION Representative Name JENNIFER PRENGER

1736 SOUTHRIDGE DRIVE JEFFERSON CITY MO 65102  
Address City State Zip

57.-634-9168  
Business Phone Business Fax Cellular Phone

JPRENGER@COLECOUNTY.ORG  
email address if available

2<sup>nd</sup>

Company Name CAS STEEL Representative Name CRAIG CASSIDY

18027 EAST HWY 86 NEOSHO MO, 64850  
Address City State Zip

417-455-2525 417-455-2526  
Business Phone Business Fax Cellular Phone

email address if available

3<sup>rd</sup>

Company Name CEDAR COUNTY COMMISSION Representative Name HEATHER YORK

113 SOUTH STREET STOCKTON MO, 65785  
Address City State Zip

417-276-6700 417-276-3461  
Business Phone Business Fax Cellular Phone

CLERK@CEDARCOUTNYMO.ORG  
email address if available



(39) Contact Information:

Any additional information desired may be requested by contacting:

Krista Raleigh  
Purchasing Agent  
Christian County Government  
100 W. Church St, Room 100  
Ozark, MO 65721  
[kraleigh@christiancountymo.gov](mailto:kraleigh@christiancountymo.gov)  
(417) 582-4305

The email address listed above 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.

## Bid Specifications

The Christian County Commission is accepting bids for the following products and services: Stormwater Pipes and Culverts -- Material Only. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

### EXCEPTIONS:

The Commission has made some exceptions to the regulations of this bid project. They are as follows:

- All bids must be valid for all of Christian County including any Special Road Districts that choose to participate.
- The County reserves the right to award to multiple vendors for each product/service.

The Christian County Commission would like to express their appreciation in taking the time and work to participate in the bid letting process. Thank you for all your work and support in making Christian County a better place to live and work.

**STORMWATER PIPES AND CULVERTS ANNUAL CONTRACT**

Specifications: Steel pipe material must comply with the most recent version of the Missouri Standard Specifications for Highway Construction, Sections 724, 725, 727 & 732 along with sections 1020 & 1024. Polypropylene pipe must comply with ASTM F2881 & AASHTO M330.

**BID TABLES**

<b>Plain Helical Galvanized Corrugated Steel Pipe, 16 Gauge (0.064)</b>				
<i>Item Description</i>	<i>Diameter (in.)</i>	<i>Length (ft.)</i>	<i>Unit</i>	<i>Unit Cost</i>
Round, 2- 2/3" x 1/2"	12	24	EA	\$ 203.04
Round, 2- 2/3" x 1/2"	12	30	EA	\$ 253.80
Pipe Arch, 2- 2/3" x 1/2"	15 (17 x 13)	30	EA	\$ 345.60
Round, 2- 2/3" x 1/2"	15	24	EA	\$ 255.36
Round, 2- 2/3" x 1/2"	15	30	EA	\$ 319.20
Pipe Arch, 2- 2/3" x 1/2"	18 (21 x 15)	30	EA	\$ 406.20
Round, 2- 2/3" x 1/2"	18	24	EA	\$ 303.36
Round, 2- 2/3" x 1/2"	18	30	EA	\$ 379.20
Round, 2- 2/3" x 1/2"	21	30	EA	\$ 438.90
Pipe Arch, 2- 2/3" x 1/2"	24 (28 x 20)	30	EA	\$ 547.20
Round, 2- 2/3" x 1/2"	24	30	EA	\$ 507.30
Pipe Arch, 2- 2/3" x 1/2"	30 (35 x 24)	30	EA	\$ 662.40
Round, 2- 2/3" x 1/2"	30	30	EA	\$ 621.30
Pipe Arch, 2- 2/3" x 1/2"	36 (42 x 29)	30	EA	\$ 789.00
Round, 2- 2/3" x 1/2"	36	30	EA	\$ 741.00
Round, 2- 2/3" x 1/2"	42	30	EA	\$ 866.40
Round, 2- 2/3" x 1/2"	48	30	EA	\$ 986.10
Round, 3" x 1"	72	30	EA	\$ 1752.00
Round, 3" x 1"	96	30	EA	\$ 2391.00
* Round, 3" x 1"	120 12 GA	30	EA	\$ 5163.00

\* NOTE: 120" DIAM 16 GA DOES NOT MEET H20 LIVE LOAD REQUIREMENTS, 12 GAUGE QUOTED

**Aluminum Coated Helical Steel Pipe, 16 Gauge (0.064)**

<i>Item Description</i>	<i>Diameter (in.)</i>	<i>Length (ft.)</i>	<i>Unit</i>	<i>Unit Cost</i>
Round, 2- 2/3" x 1/2"	12	24	EA	\$ 215.76
Round, 2- 2/3" x 1/2"	12	30	EA	\$ 269.70
Pipe Arch, 2- 2/3" x 1/2"	15 (17 x 13)	30	EA	\$ 367.20
Round, 2- 2/3" x 1/2"	15	24	EA	\$ 271.44
Round, 2- 2/3" x 1/2"	15	30	EA	\$ 339.30
Pipe Arch, 2- 2/3" x 1/2"	18 (21 x 15)	30	EA	\$ 431.40
Round, 2- 2/3" x 1/2"	18	24	EA	\$ 322.32
Round, 2- 2/3" x 1/2"	18	30	EA	\$ 402.90
Round, 2- 2/3" x 1/2"	21	30	EA	\$ 466.50
Pipe Arch, 2- 2/3" x 1/2"	24 (28 x 20)	30	EA	\$ 581.40
Round, 2- 2/3" x 1/2"	24	30	EA	\$ 539.40
Pipe Arch, 2- 2/3" x 1/2"	30 (35 x 24)	30	EA	\$ 703.84
Round, 2- 2/3" x 1/2"	30	30	EA	\$ 660.60
Pipe Arch, 2- 2/3" x 1/2"	36 (42 x 29)	30	EA	\$ 838.50
Round, 2- 2/3" x 1/2"	36	30	EA	\$ 787.80
Round, 2- 2/3" x 1/2"	42	30	EA	\$ 921.00
Round, 2- 2/3" x 1/2"	48	30	EA	\$ 1048.50
Round, 3" x 1"	72	30	EA	\$ 1857.00
Round, 3" x 1"	96	30	EA	\$ 2534.40
* Round, 3" x 1"	120 12 GA	30	EA	\$ 5478.00

**Dual Wall Polypropylene (PP) Pipe**

<i>Item Description</i>	<i>Inside Diameter (in.)</i>	<i>Length (ft.)</i>	<i>Unit</i>	<i>Unit Cost</i>
Round	12	20	EA	\$ 8.15
Round	15	20	EA	\$ 11.65
Round	18	20	EA	\$ 15.45
Round	24	20	EA	\$ 25.30
Round	30	20	EA	\$ 39.50
Round	36	20	EA	\$ 43.25
Round	42	20	EA	\$ 67.10
Round	48	20	EA	\$ 70.55
Round	60	20	EA	\$ 107.60

<b>Pipe Accessories</b>				
<b><i>Item Description</i></b>	<b><i>Pipe Material</i></b>	<b><i>Pipe Size</i></b>	<b><i>Unit</i></b>	<b><i>Unit Cost</i></b>
Connecting Band & Bolts	Steel, Round	12	EA	\$ 8.90
Connecting Band & Bolts	Steel, Round	15	EA	\$ 11.20
Connecting Band & Bolts	Steel, Pipe Arch	15	EA	\$ 12.15
Connecting Band & Bolts	Steel, Round	18	EA	\$ 13.30
Connecting Band & Bolts	Steel, Pipe Arch	18	EA	\$ 14.25
Connecting Band & Bolts	Steel, Round	21	EA	\$ 15.40
Connecting Band & Bolts	Steel, Pipe Arch	24	EA	\$ 19.20
Connecting Band & Bolts	Steel, Round	24	EA	\$ 17.80
Connecting Band & Bolts	Steel, Pipe Arch	30	EA	\$ 34.75
Connecting Band & Bolts	Steel, Round	30	EA	\$ 32.70
Connecting Band & Bolts	Steel, Pipe Arch	36	EA	\$ 41.40
Connecting Band & Bolts	Steel, Round	36	EA	\$ 39.00
Connecting Band & Bolts	Steel, Round	42	EA	\$ 45.60
Connecting Band & Bolts	Steel, Round	48	EA	\$ 51.90
Connecting Band & Bolts	Steel, Round	72	EA	\$ 122.65
Connecting Band & Bolts	Steel, Round	96	EA	\$ 167.40
Connecting Band & Bolts	Steel, Round	120	EA	\$ 365.20
Metal Flared End Sections	Steel, Round	18	EA	\$ 77.75
Metal Flared End Sections	Steel, Round	24	EA	\$ 115.95
Metal Flared End Sections	Steel, Round	30	EA	\$ 198.60
Metal Flared End Sections	Steel, Round	36	EA	\$ 319.60
PP Pipe Coupler	As Req'd	Any	EA	\$ N/A
Metal Safety Bars	Steel, Round	18	EA	\$ 189.00
Metal Safety Bars	Steel, Round	24	EA	\$ 484.60
Metal Safety Bars	Steel, Round	30	EA	\$ 556.50
Metal Safety Bars	Steel, Round	36	EA	\$ 643.50

\* NOTE: BANDS, END SECTIONS, AND SAFETY BARD ARE QUOTED AS GALVANIZED STEEL

Additional Charges/Conditions

(Please list any additional, required items below along with pricing. Attach additional pages, if necessary)

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Company Name: METAL CULVERTS, INC

Address: P.O. BOX 330

City: JEFFERSON CITY State: MO Zip: 65102

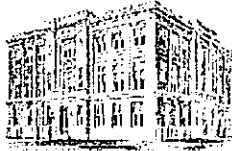
Phone: 573-636-7312 Fax: 573-634-8729 email: SALES@METALCULVERTS.COM

Company Representative: BRIAN TESTERMAN, SALES REPRESENTATIVE

Signature: *Brian Testerman*

Date: MAY 14, 2020

Christian County Commission



Invitation to Bid/Request for Proposal

REQUESTED: Invitation to Bid for Stormwater Pipes & Culverts (Annual Contract)

CONTACT: Krista Raleigh

PHONE: (417)582-4305

EMAIL: [kraleigh@christiancountymo.gov](mailto:kraleigh@christiancountymo.gov)

RETURN BID NO LATER THAN: 9:15 a.m. (Central Standard Time), May 21, 2020

**BID OPENING DATE: May 21, 2020**

**BID OPENING TIME: 9:30 a.m. (Central Standard Time)**

RETURN BID TO: Christian County Commission  
100 West Church Street, Room 100  
Ozark, Missouri 65721

**NOTE: Please provide one (1) unbound original and one (1) copy of your detailed bid proposal!**

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

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 invitations 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) SUBMITTAL INSTRUCTIONS:**

Please print the due date on the outside of the package and return this entire document with your bid submission. Mark your sealed envelope "BID DOCUMENTS – DO NOT OPEN". Sealed bids must be received at the Christian County Commission by the return date and time. No bid transmitted by fax machine or email will be accepted. 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. If the Commission office receives a container which is not identifiable as a bid/proposal, the container will be opened in order 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 during the Christian County Commission meeting 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 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 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) 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.

**(10) 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.

**(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) 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.

**(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 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 in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the 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 per 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 or 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 may render 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 Commissioners 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.

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 and between the duly authorized representative of 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, acts, and 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, 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?

**(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 the 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. 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 a 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 Bid 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.

**(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 **Christian County Highway Department, 1106 W Jackson St., 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

the 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 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.

**(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 the 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. 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 contactor.

**(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 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.

**(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 acceptable 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 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.

**(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 shall 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 and best 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.

**(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 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.

**(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) PRICING SHEET~~ PLEASE SEE BID TABLE BELOW

Product/Service	Size/Type	Frequency	Price (includes all fees)

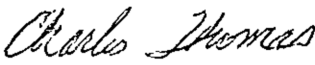


(38) Declaration:

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 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	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Viebrock Sales & Service, LLC	Viebrock Sales & Service, LLC
Mailing Address	IRS Form 1099 Mailing Address
30028 Highway 65	30028 Highway 65
City, State, Zip Code	City, State, Zip Code
Sedalai, MO 65301	Sedala, MO 65301

Contact Person	Email Address
Charles Thomas	charlie@vbsalesandservices.com
Phone number	Fax number
(660) 826-8570	(660) 826-8575
Authorized Signature	Date
	21-May-20
Printed name	Title
Charles Thomas	Sales Rep.

List three (3) business references:

**1st**

Company Name Carter Waters Representative Name Bill Zargess

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Address City State Zip

---

Business Phone Business Fax Cellular Phone

---

email address if available

**2nd**

Company Name Contech Construction Products Representative Name Rob Richardson

---

Address City State Zip

---

Business Phone Business Fax Cellular Phone

---

email address if available

**3rd**

Company Name W & M Welding Representative Name Cathy McMullin

---

Address City State Zip

---

(660) 826-3705  
Business Phone Business Fax Cellular Phone

---

email address if available

**(39) Contact Information:**

Any additional information desired may be requested by contacting:

Krista Raleigh  
Purchasing Agent  
Christian County Government  
100 W. Church St, Room 100  
Ozark, MO 65721  
[kraleigh@christiancountymo.gov](mailto:kraleigh@christiancountymo.gov)  
(417) 582-4305

The email address listed above 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.

## Bid Specifications

The Christian County Commission is accepting bids for the following products and services: Stormwater Pipes and Culverts – Material Only. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

### EXCEPTIONS:

The Commission has made some exceptions to the regulations of this bid project. They are as follows:

- All bids must be valid for all of Christian County including any Special Road Districts that choose to participate.
- The County reserves the right to award to multiple vendors for each product/service.

The Christian County Commission would like to express their appreciation in taking the time and work to participate in the bid letting process. Thank you for all your work and support in making Christian County a better place to live and work.

**STORMWATER PIPES AND CULVERTS ANNUAL CONTRACT**

Specifications: Steel pipe material must comply with the most recent version of the Missouri Standard Specifications for Highway Construction, Sections 724, 725, 727 & 732 along with sections 1020 & 1024 Polypropylene pipe must comply with ASTM F2881 & AASHTO M330.

**BID TABLES**

<b>Plain Helical Galvanized Corrugated Steel Pipe, 16 Gauge (0.064)</b>				
<i>Item Description</i>	<i>Diameter (in.)</i>	<i>Length (ft.)</i>	<i>Unit</i>	<i>Unit Cost</i>
Round, 2- 2/3" x 1/2"	12	24	EA	\$ 8.90
Round, 2- 2/3" x 1/2"	12	30	EA	\$ 8.90
Pipe Arch, 2- 2/3" x 1/2"	15 (17 X 13)	30	EA	\$ 11.05
Round, 2- 2/3" x 1/2"	15	24	EA	\$ 10.70
Round, 2- 2/3" x 1/2"	15	30	EA	\$ 10.70
Pipe Arch, 2- 2/3" x 1/2"	18 (21 X 15)	30	EA	\$ 14.00
Round, 2- 2/3" x 1/2"	18	24	EA	\$ 13.35
Round, 2- 2/3" x 1/2"	18	30	EA	\$ 13.35
Round, 2- 2/3" x 1/2"	21	30	EA	\$ 15.30
Pipe Arch, 2- 2/3" x 1/2"	24 (28 X 20)	30	EA	\$ 18.15
Round, 2- 2/3" x 1/2"	24	30	EA	\$ 17.35
Pipe Arch, 2- 2/3" x 1/2"	30 (35 X 24)	30	EA	\$ 22.90
Round, 2- 2/3" x 1/2"	30	30	EA	\$ 21.90
Pipe Arch, 2- 2/3" x 1/2"	36 (42 X 29)(14 ga.)	30	EA	\$ 34.35
Round, 2- 2/3" x 1/2"	36	30	EA	\$ 26.45
Round, 2- 2/3" x 1/2"	42	30	EA	\$ 31.00
Round, 2- 2/3" x 1/2"	48	30	EA	\$ 34.65
Round, 3" x 1"	72	30	EA	\$ 65.05
Round, 3" x 1"	96 (12 ga.)	30	EA	\$ 99.80
Round, 3" x 1"	120 (10 ga.)	30	EA	\$ 225.70

<b>Aluminum Coated Helical Steel Pipe, 16 Gauge (0.064)</b>				
<i>Item Description</i>	<i>Diameter (in.)</i>	<i>Length (ft.)</i>	<i>Unit</i>	<i>Unit Cost</i>
Round, 2- 2/3" x 1/2"	12	24	EA	\$ 9.55
Round, 2- 2/3" x 1/2"	12	30	EA	\$ 9.55
Pipe Arch, 2- 2/3" x 1/2"	15 (17 X 13)	30	EA	\$ 12.35
Round, 2- 2/3" x 1/2"	15	24	EA	\$ 11.85
Round, 2- 2/3" x 1/2"	15	30	EA	\$ 11.85
Pipe Arch, 2- 2/3" x 1/2"	18 (21 X 15)	30	EA	\$ 15.45
Round, 2- 2/3" x 1/2"	18	24	EA	\$ 14.80
Round, 2- 2/3" x 1/2"	18	30	EA	\$ 14.80
Round, 2- 2/3" x 1/2"	21	30	EA	\$ 16.75
Pipe Arch, 2- 2/3" x 1/2"	24 (28 X 20)	30	EA	\$ 19.55
Round, 2- 2/3" x 1/2"	24	30	EA	\$ 18.75
Pipe Arch, 2- 2/3" x 1/2"	30 (35 X 24)	30	EA	\$ 24.70
Round, 2- 2/3" x 1/2"	30	30	EA	\$ 23.65
Pipe Arch, 2- 2/3" x 1/2"	36 (42 X 29)(14 ga.)	30	EA	\$ 37.00
Round, 2- 2/3" x 1/2"	36	30	EA	\$ 28.60
Round, 2- 2/3" x 1/2"	42	30	EA	\$ 33.50
Round, 2- 2/3" x 1/2"	48	30	EA	\$ 37.45
Round, 3" x 1"	72	30	EA	\$ 68.55
Round, 3" x 1"	96 (12 ga.)	30	EA	\$ 111.15
Round, 3" x 1"	120 (10 ga.)	30	EA	\$ 250.50

<b>Dual Wall Polypropylene (PP) Pipe</b>				
<i>Item Description</i>	<i>Inside Diameter (in.)</i>	<i>Length (ft.)</i>	<i>Unit</i>	<i>Unit Cost</i>
Round	12	20	EA	\$ 6.05
Round	15	20	EA	\$ 8.10
Round	18	20	EA	\$ 11.25
Round	24	20	EA	\$ 18.00
Round	30	20	EA	\$ 29.10
Round	36	20	EA	\$ 31.60
Round	42	20	EA	\$ 39.30
Round	48	20	EA	\$ 55.75
Round	60	20	EA	\$ 75.70

NOTE: The prices listed below are for Standard Galvanized End Sections  
The Metal Safety Bars as 4:1 SSES including parallel bars.  
Cross bars or tapered sleeves are additional.

<b>Pipe Accessories</b>				
<i>Item Description</i>	<i>Pipe Material</i>	<i>Pipe Size</i>	<i>Unit</i>	<i>Unit Cost</i>
Connecting Band & Bolts	Steel, Round	12	EA	\$ 17.80
Connecting Band & Bolts	Steel, Round	15	EA	\$ 22.10
Connecting Band & Bolts	Steel, Pipe Arch	15	EA	\$ 21.40
Connecting Band & Bolts	Steel, Round	18	EA	\$ 28.00
Connecting Band & Bolts	Steel, Pipe Arch	18	EA	\$ 26.70
Connecting Band & Bolts	Steel, Round	21	EA	\$ 30.60
Connecting Band & Bolts	Steel, Pipe Arch	24	EA	\$ 36.30
Connecting Band & Bolts	Steel, Round	24	EA	\$ 34.70
Connecting Band & Bolts	Steel, Pipe Arch	30	EA	\$ 45.80
Connecting Band & Bolts	Steel, Round	30	EA	\$ 43.80
Connecting Band & Bolts	Steel, Pipe Arch	36	EA	\$ 68.70
Connecting Band & Bolts	Steel, Round	36	EA	\$ 52.90
Connecting Band & Bolts	Steel, Round	42	EA	\$ 62.00
Connecting Band & Bolts	Steel, Round	48	EA	\$ 69.30
Connecting Band & Bolts	Steel, Round	72	EA	\$ 195.15
Connecting Band & Bolts	Steel, Round	96	EA	\$ 299.40
Connecting Band & Bolts	Steel, Round	120	EA	\$ 677.10
Metal Flared End Sections	Steel, Round	18	EA	\$ 130.00
Metal Flared End Sections	Steel, Round	24	EA	\$ 185.00
Metal Flared End Sections	Steel, Round	30	EA	\$ 380.00
Metal Flared End Sections	Steel, Round	36	EA	\$ 505.00
PP Pipe Coupler	As Req'd	Any	EA	Same as 1' of pipe
Metal Safety Bars w/FES	Steel, Round	18	EA	\$ 515.00
Metal Safety Bars w/FES	Steel, Round	24	EA	\$ 745.00
Metal Safety Bars w/FES	Steel, Round	30	EA	\$ 1,555.00
Metal Safety Bars w/FES	Steel, Round	36	EA	\$ 1,710.00

Additional Charges/Conditions (Please list any additional, required items below along with pricing. Attach additional pages, if necessary).

Metal Pipe Conn Bands - 12" wide = 2' of pipe, 24" wide = 3' pipe. Orders greater than \$ 5,500 will be delivered at no charge. CPP Culvert Couplers needed will be furnished and charged the same as 1' of pipe. CPP Culvert minimum order of \$ 2,750.00 will delivered with no drop charge. On orders less than \$ 2750.00 there will be a \$100.00 drop charge.

Renewal for another year of contract price extensions shall be agreed upon by both the County and the Seller.

Company Name:      Viebrock Sales & Service, LLC

Address:                      30028 Highway 65

City:      Sedalia

State:      MO

Zip:      65301

Phone:      (660) 826-8570

Fax:      (660) 825-8575

email:      charlie@vbsalesandservices.com

Company Representative:      Charles Thomas

Signature: Charles Thomas

Date:      21-May-20



**FINAL MANDATORY COMPLIANCE CHECKLIST:**

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Krista Raleigh, Purchasing Agent  
(417) 582-4305  
[kraleigh@christiancountymo.gov](mailto:kraleigh@christiancountymo.gov)

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	
I understand that if I hand-deliver my bid to the Christian County Courthouse, I will need to go through a security checkpoint. This may take extra time.	
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 11, Section 38)	
I am including one (1) unbound original and one (1) copy of my bid.	
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	
I am indicating on the envelope the good/service that I am bidding on.	

# Christian County Commission



## Invitation to Bid/Request for Proposal

**REQUESTED:** Invitation to Bid for Pavement Markings, Striping & Sealing (Annual Contract)

**CONTACT:** Krista Raleigh

**PHONE:** (417)582-4305

**EMAIL:** [kraleigh@christiancountymo.gov](mailto:kraleigh@christiancountymo.gov)

**RETURN BID NO LATER THAN:** 9:25 a.m. (Central Standard Time), May 21, 2020

**BID OPENING DATE:** May 21, 2020

**BID OPENING TIME:** 9:40 a.m. (Central Standard Time)

**RETURN BID TO:**  
Christian County Commission  
100 West Church Street, Room 100  
Ozark, Missouri 65721

**NOTE:** Please provide one (1) unbound original and one (1) copy of your detailed bid proposal.

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the price quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

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 and to be removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to respond to inquiries. Bidder's name, phone number and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills the bid requirements and provides a notice in the bid paper.

**(1) SUBMITTAL INSTRUCTIONS:**

Please print the due date on the outside of the package and return this entire document with your bid submission. Mark your sealed envelope "BID DOCUMENTS – DO NOT OPEN". Sealed bids must be received at the Christian County Commission by the return date and time. No bid transmitted by fax machine or email will be accepted. 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. If the Commission office receives a container which is not identifiable as a bid/proposal, the container will be opened in order 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 during the Christian County Commission meeting 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 proposal item 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 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, sex, 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) 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.

**(10) 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.

**(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. In 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) 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.

**(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 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 in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the 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 per 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 or 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 may render 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 Commissioners 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 material changes/additions, (2) the vendor's proposal and (3) the County Commissioner'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 in to the contract by reference.

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 and between the duly authorized representative of the vendor and the County Commissioner 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 Commissioner, acts, and 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, 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 thereof?
- 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?

**(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 the 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. 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 rate. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the base for a 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 Bid 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.

**(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 **Christian County Highway Department, 1106 W Jackson St., 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 the 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 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.

**(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 and 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 the 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. 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 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.

**(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 acceptable 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 an 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.

**(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 invoice 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 shall terminate the services upon written notice 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 and best 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.

**(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 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.

**(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) PRICING SHEET~~ PLEASE SEE BID TABLE BELOW

Product/Service	Size/Type	Frequency	Price (includes all fees)

(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 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	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>RF Sealing and Striping LLC</i>
Mailing Address <i>23499 Lawrence 1230</i> →	IRS Form 1099 Mailing Address
City, State, Zip Code	City, State, Zip Code <i>Aurora, MO 65605</i>

Contact Person <i>Richard Fulp</i>	Email Address <i>sherifulp@gmail.com</i>
Phone number <i>417-840-9972</i>	Fax number <i>n/a</i>
Authorized Signature <i>Richard Fulp</i>	Date <i>5-11-2020</i>
Printed Name <i>Richard Fulp</i>	Title <i>Owner</i>

List three (3) business references:

1<sup>st</sup>

Company Name

Representative Name

*Sasco*  
Address

*Springfield MO 65*  
City State Zip

Business Phone

Business Fax

Cellular Phone

*Sasco pavement coating@gmail.com*  
email address if available

2<sup>nd</sup>

Company Name

Representative Name

*Hutchens Const. 1007 Main St. Cassville MO 65625*  
Address City State Zip

Business Phone

Business Fax

Cellular Phone

*bpickett@hutchensconstruction.com*  
email address if available

3<sup>rd</sup>

Company Name

Representative Name

*Kenny Singer Const.*  
Address

*Jody Sparks*  
City State Zip

Business Phone

Business Fax

Cellular Phone

*jsparks1077@yahoo.com*  
email address if available

(39) Contact Information:

Any additional information desired may be requested by contacting:

Krista Raleigh  
Purchasing Agent  
Christian County Government  
100 W. Church St, Room 100  
Ozark, MO 65721  
[kraleigh@christiancountymo.gov](mailto:kraleigh@christiancountymo.gov)  
(417) 582-4305

The email address listed above 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.

## Bid Specifications

The Christian County Commission is accepting bids for the following products and services: County-wide pavement markings and sealing. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

Companies that contract with Christian County are required to provide goods and services on this bid. They must have proof of insurance and a notarized statement that the company is complying with Federal Department of Transportation Regulation 49 CFR Part 40 (random drug and alcohol testing of personnel in safety sensitive positions).

### EXCEPTIONS:

The Commission has made some exceptions to the regulations of this bid project. They are as follows:

- All bids must be valid for all of Christian County including any Special Road Districts that choose to participate.
- The County reserves the right to award to multiple vendors for each product/service.

### TRAFFIC CONTROL:

Awarded companies must supply all temporary traffic control including flaggers, signage, and any other necessary items needed to ensure a safe work area for employees and the public. Any cost for related items should be included in your bid prices. \*\* All prices must include any expenses for traffic control and or extra personnel, equipment, material, etc. to fulfill these contracts! \*\*

### WAGE RATES:

All companies must comply with the most current Missouri Wage Order laws.

PLEASE READ ALL THE SPECIFICATIONS AND REGULATIONS REQUIRED IN THIS BID PACKET AND ON THE BIDDING SHEETS BEFORE SUBMITTING A BID. BY SUBMITTING A BID YOU ARE ACKNOWLEDGING THAT YOU FULLY UNDERSTAND AND WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS BID.

The Christian County Commission would like to express their appreciation in taking the time and work to participate in the bid letting process. Thank you for all your work and support in making Christian County a better place to live and work.

Additional Charges/Conditions

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Company Name: RF Sealing & Striping

Address: 23499 LAWRENCE 1230

City: AURORA State: MO Zip: 65605

Phone: 417-840-9972 Fax: \_\_\_\_\_ email: sheri.fulp@gmail.com

Company Representative: Richard Fulp

Signature: R.F. Fulp

Date: 5-11-2020



**FINAL MANDATORY COMPLIANCE CHECKLIST:**

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Krista Raleigh, Purchasing Agent  
(417) 582-4305  
[kraleigh@christiancountymmo.gov](mailto:kraleigh@christiancountymmo.gov)

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	✓
I understand that if I hand-deliver my bid to the Christian County Courthouse, I will need to go through a security checkpoint. This may take extra time.	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	✓
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 11, Section 38)	✓
I am including one (1) unbound original and one (1) copy of my bid.	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	✓
I am indicating on the envelope the good/service that I am bidding on.	✓

COPY

COUNTY-WIDE PAVEMENT MARKING, STRIPING & SEALING ANNUAL CONTRACT

Pavement Marking Material Specifications: Material must comply with the most recent version of the Missouri Standard Specifications for Highway Construction, Section 620. Contractor will be responsible for providing labor, traffic control and equipment for the completion of this project. Note: Please note that Section 620.2 of the Missouri Standard Specifications for Highway Construction references Measurement & Payment Unit. All mobilization, line chalking, labor, etc. should be included in the Unit Cost provided by the bidder.

BID TABLE

Item Description	Unit	Unit Cost
4" White Stripe	LF	\$ .019
4" Yellow Stripe	LF	\$ .019
6" White Stripe	LF	\$ .020
6" Yellow Stripe	LF	\$ .020
6" Double Yellow Stripe	LF	\$ .040
8" White Stripe	LF	\$ .020
24" White Stop Bar	LF	\$ 3.00
24" White Stop Bar Tape (Temporary)	LF	\$
Pavement Arrow (Single Direction)	EA	\$ 15.00
Pavement Message (STOP, SLOW, ADA Parking Symbol)	EA	\$ 15.00
Reflective Pavement Markers (Yellow/Yellow)	EA	\$
Reflective Pavement Markers (Red/White)	EA	\$
Reflective Pavement Markers (Blue/Blue)	EA	\$
Crack Seal includes clearing of vegetation and debris from crack, application of crack seal that meets ASTM D6690 & AASHTO M324.	Per lb.	\$ 1.75
Parking Lot Sealcoat asphalt emulsion sealcoat	SF	\$ .20