



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5291)

Meeting: 09/02/21 07:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5291

Meeting Attachments

ATTACHMENTS:

- 090221 FINANCIAL - UNCLAIMED PROPERTY (PDF)
- 090221 BID - CARDBARD RECYCLING TRAILER - PRO-TAINER INC_ (PDF)



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

02 September 2021

Unclaimed Property Section
P.O. Box 1004
Jefferson City, MO 65102

Attention: Matt Berkbuegler
Reference: Abandoned Property

Dear Mr. Berkbuegler,

We the Christian County Commission, hereby authorize the Christian County Treasurer, Karen Matthews, to act on behalf of the Christian County Clerk, Christian County Collector and Christian County Sheriff, to file a claim to recover funds totaling \$97.98 for the above-mentioned offices.

If you have any further questions, you may contact us at (417)582-4300.

Thank you,

Hosea Bilyeu
Western Commissioner

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417) 582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

INVITATION TO BID #2021-2 15 YARD HYDRAULIC DUMP CARDBORD RECYCLING TRAILER PRO-TAINER, PROTILT TRAILER MODEL #PROT06-15 WITH DECAL PACKAGE

CONTACT: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
ADDRESS: Christian County Government
100 W. Church St., Room 100
Ozark, MO 65721
PHONE: (417) 582-4309
EMAIL: khopkins@christiancountymo.gov

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.

RETURN BID NO LATER THAN: 8:45 a.m. September 2, 2021
BID OPENING DATE AND TIME: September 2, 2021 - 9:00 a.m. (Central Standard Time)

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

NOTE: Please provide (5) five copies and one unbound original 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:**

"ITB #2021-2 – 15 YARD HYDRAULIC DUMP CARDBOARD RECYCLING TRAILER, PRO-TAINER PRO-TILT TRAILER MODEL #PROT06-15 WITH DECAL PACKAGE OR APPROVED EQUAL- 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.

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 (**Exhibit A – Pg. 3 Exhibit 1**). 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 Pricing Sheet (Exhibit 1) 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 Commission, 100 W Church St, Room 100, 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.

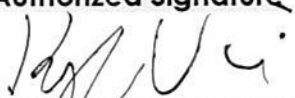
Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly 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) Declaration:

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

Doing Business as (DBA) Name <i>Pro-Tainer, Inc.</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Pro-Tainer, Inc.</i> <i>41-1678692</i>
Mailing Address <i>Po Box 427</i>	IRS Form 1099 Mailing Address <i>1301 36th Ave W</i> <i>Po Box 427</i>
City, State, Zip Code <i>Alexandria, MN 56308</i>	City, State, Zip Code <i>Alexandria, MN 56308</i>

Contact Person <i>Kyle Virnig</i>	Email Address: <i>kylev@pro-tainer.com</i>
Phone Number <i>800-248-7761</i>	Fax Number: <i>320-763-7667</i>
Authorized Signature 	Date <i>8/25/2021</i>

List three (3) business references:

1st
Company Name: Mille Lacs County Representative Name: Stephanie Reynolds
Address 635 2nd St SE City Milaca State MN Zip 56353
Business Phone 320-983-8349 Business Fax 320-983-8258 Cellular Phone _____
email address if available _____

2nd
Company Name: Lyon County SW Representative Name: Wade White
Address Po Box 598 City Eddyville State KY Zip 42038
Business Phone 270-388-7311 Business Fax 270-388-0715 Cellular Phone _____
email address if available lyon county judge@gmail.com

3rd
Company Name: Swift County Recycling Representative Name: Scott Collins
Address Po Box 207 City Benson State MN Zip 56215
Business Phone 320-760-7056 Business Fax 320-843-2275 Cellular Phone _____
email address if available scott.collins@co.swift.mn.us

(38) Contact Information:

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

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

CHRISTIAN COUNTY COMMISSIONERS

Ralph Phillips, Presiding Commissioner

Hosea Bilyeu, Western Commissioner

Lynn Morris, Eastern Commissioner

Bid Submissions

All bids must be received on or before September 2 at 8:45 a.m. Bids must be received in a sealed envelope to the Christian County Commission office 100 W. Church Street Room 100 Ozark, MO 65721. Please mark your envelope as follow:

INVITATION TO BID #2021-2 15 YARD HYDRAULIC DUMP CARDBORD RECYCLING TRAILER PRO-TAINER, PROTILT TRAILER MODEL #PROT06-15 WITH DECAL PACKAGE

Clearly mark the envelope with your company name and address. No faxed or emailed bids will be accepted. All bids must be filled out on Christian County bid forms supplied in the attached specifications. If you have any products, additional services, or price adjustments please list these in the *additional charges/conditions sections*. All bids must be signed and have the company's information included. If you are bidding on more than one product or service, please include the company's information and sign every form you are bidding on. All bids must be in the format requested in the bid forms. Any variance from this can cause rejection of the bid. The bid forms are the only part that must be returned in your envelope. The specification details may be kept by the bidder. Any bid that is submitted must be honored for 30 days from the opening without any increase or change to price or penalty. Failure to comply with the above listed requirements may result in the rejection of the bid.

Bid Withdrawal

Any bid can be withdrawn up to 8:45 a.m. on September 2, 2021 for any reason without penalties, but any bid not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

Bid Opening

All bids will be opened and read aloud on September 2, 2021 at 9:00 a.m. at the Christian County Commission Office. The bidders and public are welcome to attend the formal bid opening. No decisions relating to the award of any contract or agreement will be made at the bid opening. Copies of all bids will be available to anyone.

Bidder Responsibility

It is the responsibility of the bidder to have the bid submitted on or before the deadline stated in this packet on the proper forms. It is also the responsibility of the bidder to ensure that the prices they submit are firm and not subject to contingency or increases. If a bidder's prices are subject in increases, penalties, surcharges, or any additional costs or fees it must be stated on the *additional charges/conditions section* on each bid form. Any increase or decrease in a price is subject to affect the awarding of a contract. If a bidder fails to honor a stated price as submitted in the bid form or contract, Christian County Commission reserves the right to obtain the same product or service from the next lowest bidder who submitted a bid price for the same product or service. The original bidder shall then be responsible for the difference in price. It is the responsibility of the bidder to examine and review projects and specifications. All bidders are responsible to verify the quality, availability, and schedule of any products that they may need for this bid.

Bid Specifications

The Christian County Commission wishes to purchase a **15 Yard Hydraulic Dump Cardboard Recycling Trailer Pro-Tainer, Profit Trailer Model #PROT06-15 or approved equal – Quantity of 1.**

15 Yard Hydraulic Dump Cardboard Recycling Trailer Specifications

Axle:	6000# Rubber Torsion Axle with 11 Year Warranty
Hubs:	EZ Lube Greasable
Tires:	16" Load Range "E" Radial Tires
Frame:	4" X 3" Tube Steel with A-Frame
Compartments:	1
Box Dimensions:	8' Wide x 12' Long Minimum
Brakes:	Electric Brakes with Break Away Kit
Hydraulic Control:	Pendant Control with 15' Cord, Dump Angle-45 Degrees
Jack:	8,000# Capacity with Adjustable Sandshoe
Hitch:	Adjustable 2-5/16" Ball
Hauling Capacity:	15 Cubic Yards
Door Hinges:	Greaseable Rear Door Hinges with Replaceable Pins
Paint Finish:	Sandblasted, Urethane Primer, Urethane Paint
Cylinder:	Cylinder – 3.5"x 36"
Battery:	12 Volt
GVW:	12,000 lbs.
Fenders:	12 Gauge Steel
Octagon Roof:	14 Gauge Steel with Cross Breaks
Roof Openings:	(2) Cardboard Slots Per Side
Pump Enclosure:	Rust Proof Poly Lockable Pump and Battery Box
Lights:	All LED Lights, Brake Lights Mounted in Bumper and Marker lights mounted in bumper and above unload doors.
Pump:	12 Volt Double Acting Pump
Hydraulic Operation:	Power Up and Power Down Dumping Action
Electric Plugs:	7 Wire Round Plug and 2 Wire Power Plug
Unload Doors:	Full Height x 8' Wide Split Doors with Lockable Cam Latch. Doors must wrap around side of trailer when unloading.

Color: John Deere Green

Note: The county will provide a county decal that will be applied on the product by the awarded vendor. The county will specify where the decal will be placed.

Decal Package Should Include ?????????????????? **i.e. Recycling Emblem, Christian County, Missouri Seal, etc..**

PRICE SHEET

INVITATION TO BID #2021-2

15 YARD HYDRAULIC DUMP CARDBORD RECYCLING TRAILER PRO-TAINER, PROTILT TRAILER MODEL #PROT06-15 WITH DECAL PACKAGE OR APPROVED EQUAL.

Brand: Pro-Tainer Part Number: PROT06-15

Quantity: 1

What is your bid price per unit? \$ 13,640

Decal Package Pricing per unit: \$ 750

(Please explain what your decal package includes – be specific)

We will work with Christian County to print and install any decals they desire.

Note: Please provide a picture of what you are proposing.

Lead time in calendar days after receipt of purchase order? 140-160 days



1301 36TH AVE WEST
 PO BOX 427
 ALEXANDRIA, MN 56308

PROPOSAL

Date	Estimate No.
8/25/2021	4212

Bill To

Christian County Commission
 100 W Church St, Room 100
 Ozark, MO 65721

Ship To

Christian County
 1106 W. Jackson Street
 Ozark, MO 65721
 Richard 417-852-4398

Terms	PO
Net 30	

Item	Description	Qty	Rate	Total
PROT06-15	Pro-Tilt Trailer, 6k, 15yd, Single Axle Cardboard Slots Color: John Deere Green Will meet or exceed all bid specs	1	13,640.00	13,640.00
Decals	Decal Package Price delivered to Ozark, Missouri		750.00	750.00

I have examined the above information on equipment and find this information to be correct. This form must be signed and returned to Pro-Tainer before production will begin. Quote pricing cannot be guaranteed and a fuel surcharge could be added. Unless set up for NET 30 terms, orders are not accepted until the down payment is received. If order is cancelled a restocking fee will be deducted from deposit.

Subtotal	\$14,390.00
Sales Tax (0.0%)	\$0.00
Total	\$14,390.00

Signature: _____ Date: _____



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

ADDENDUM NUMBER 01 INVITATION TO BID #2021-2 15 YARD HYDRAULIC DUMP CARDBOARD RECYCLING TRAILER, PRO-TAINER TILT TRAILER

CONTACT: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
Purchasing Agent
ADDRESS: Christian County Government
100 W. Church St., Room 100
Ozark, MO 65721
PHONE: (417) 582-4309
EMAIL: khopkins@christiancountymmo.gov

TO PROSPECTIVE BIDDERS: The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

CHANGES: On Page 18 of the bid document please delete the box that states:
"I have filled out, signed, and dated the Authorized to Bind Agreement, and understand that failure to do so will result in rejection of my bid (Exhibit B, Page 2)." Please note there is no Exhibit B.

All else remains the same.

ACKNOWLEDGMENT: Acknowledge this Addendum 01 by signing below and returning it with your bid.

Company Name: Pro-Tainer, Inc
c/o: Kyle Virnig
(Name of Agent or Sales Rep)
Title: Sales
Signature: [Handwritten Signature]
Date: 8/26/2021

END OF DOCUMENT