



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5310)

Meeting: 12/02/21 08:25 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

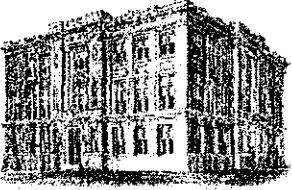
DOC ID: 5310

Meeting Attachments

ATTACHMENTS:

- 120221 ITB Roadway Signs Equipment (Lightle) (PDF)
- 120221 ITB Roadway Signs Equipment (Newman)(PDF)
- 120221 ITB Roadway Signs Equipment (Osburn) (PDF)
- 120221 ITB Roadway Signs Equipment (Vulcan) (PDF)
- 120221 ITB Uniform Supply Rental Services (Cintas) (PDF)
- 120221 BUDGET AMENDMENT REQUEST (Planning) (PDF)
- 120221 BUDGET AMENDMENT REQUEST (courts) (PDF)

Christian County Commission



INVITATION TO BID

Return bid no later than: 8:45 a.m., December 2, 2021 Central Time

Product or Services Requested: Annual Contract for Roadway Signs & Equipment

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: December 2, 2021

Bid Opening Time: 9:00 a.m.

Contact: Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

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

Email: countycommission@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.

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) Submitting your bid:

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

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

(2) Late bids:

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

(3) Bid Withdrawal:

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

(4) Product Samples:

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

(5) Itemization of Proposal:

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

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

(10) Incurred costs:

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

(11) For Construction Services:

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

(12) Vendor's Personnel Qualifications:

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

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred 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 employee's 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. Contract will go into effect January 1, 2022.

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.

The contract shall not exceed \$99,999.99 annually.

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 Commission. 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 the Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721. 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 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) 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

(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 <i>Lightle Enterprises of Ohio LLC</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Lightle Enterprises of Ohio LLC</i>
Mailing Address <i>P.O. Box 329</i>	IRS Form 1099 Mailing Address <i>22 E. Springfield St. P.O. Box 329</i>
City, State, Zip Code <i>Frankfort, OH 45628</i>	City, State, Zip Code <i>Frankfort, OH 45628</i>
Contact Person <i>Joan Kellenberger</i>	Email Address <i>an info@lightleenterprises.com</i> <i>joank@lightleenterprises.com</i>
Phone number <i>740-998-5363</i>	Fax number <i>740-998-5364</i>
Authorized Signature <i>David R. Lightle</i>	Date <i>11/08/2021</i>
Printed Name <i>David R. Lightle</i>	Title <i>Member</i>

Exhibit A-References

List three (3) business references:

City of Chillicothe Jeff Carman
Company Name Representative Name
355 Paint St. Frankfort OH 45628
Address City State Zip
740-773-2700 740-779-6476 _____
Business Phone Business Fax Cellular Phone
Jeffrey.Carman@chillicothe.oh.com
Email Address

Delaware County Engineers Jim Drumm
Company Name Representative Name
50 Channing St. Delaware OH 43015
Address City State Zip
740-833-2418 _____
Business Phone Business Fax Cellular Phone
jdrumm@co.delaware.oh.us
Email Address

Suffolk County NY Jeanette Hickey
Company Name Representative Name
335 Yaphank Ave. Yaphank NY 11980
Address City State Zip
631-852-5220 631-852-5433 _____
Business Phone Business Fax Cellular Phone
Jeanette.Hickey@suffolkcounty.ny.gov
Email Address

Bid Specifications & Bid Table

The Christian County Highway Department is requesting bids for roadway signs, equipment and materials. All sign panels, faces and reflectivity must continually meet current Federal standards and the Manual on Uniform Traffic Control Devices, most recent edition.

REGULATORY SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
R1-1	STOP	30 X 30	EA	46.98	14.06
R1-2	YIELD	30 X 30 X 30	EA	25.63	9.00
R1-3P	ALL WAY (PLAQUE)	18 X 6	EA	5.74	1.80
R2-1	SPEED LIMIT (XX)	24 X 30	EA	38.25	11.25
R4-1	DO NOT PASS	24 X 30	EA	38.25	11.25
R5-1	DO NOT ENTER	30 X 30	EA	47.81	14.06
R6-1	ONE WAY	36 x 12	EA	22.95	6.75
R8-3	NO PARKING (SYMBOL)	24 X 24	EA	30.80	9.20
R8-3A	NO PARKING	24 X 30	EA	38.25	11.25
R8-3DP	ON BRIDGE (PLAQUE)	24 X 18	EA	22.95	6.75
R8-3 (MOD)	NO PARKING ON RIGHT OF WAY	24 X 24	EA	30.60	9.00
R11-2	ROAD CLOSED (BLACK/WHITE)	48 X 30	EA	76.50	22.50

R11-3	ROAD CLOSED – LOCAL TRAFFIC ONLY	60 x 30	EA	95.63	28.13
R12-1	WEIGHT LIMIT (XX) TON	24 X 30	EA	38.25	11.25
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	18 X 24	EA	22.95	6.75
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	24 X 30	EA	38.25	11.25
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	30 X 30	EA	47.81	14.06
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	36 X 36	EA	68.85	20.25

WARNING SIGNS

MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
W1-1 (L)	90° LEFT CURVE (SYMBOL)	30 X 30	EA	47.81	14.06
W1-1 (R)	90° LEFT CURVE (SYMBOL)	30 X 30	EA	47.81	14.06
W1-2 (L)	45° LEFT CURVE (SYMBOL)	30 X 30	EA	47.81	14.06
W1-2 (R)	45° RIGHT CURVE (SYMBOL)	30 X 30	EA	47.81	14.06
W1-3 (L)	LEFT REVERSE TURN (SYMBOL)	30 X 30	EA	47.81	14.06
W1-3 (R)	RIGHT REVERSE TURN (SYMBOL)	30 X 30	EA	47.81	14.06
W1-4 (L)	LEFT REVERSE CURVE (SYMBOL)	30 X 30	EA	47.81	14.06
W1-4 (R)	RIGHT REVERSE CURVE (SYMBOL)	30 X 30	EA	47.81	14.06
W1-5 (L)	LEFT WINDING ROAD (SYMBOL)	30 X 30	EA	47.81	14.06

W1-5 (R)	RIGHT WINDING ROAD (SYMBOL)	30 X 30	EA	47.81	14.06
W1-6	ARROW	48 X 24	EA	61.20	18.00
W1-7	DOUBLE ARROW	48 X 24	EA	61.20	18.00
W1-8	CHEVRON	18 X 24	EA	22.95	6.75
W2-1	CROSSROAD (SYMBOL)	30 X 30	EA	47.81	14.06
W2-2	MINOR "T" INTERSECTION (SYMBOL)	30 X 30	EA	47.81	14.06
W2-4	"T" INTERSECTION (SYMBOL)	30 X 30	EA	47.81	14.06
W3-1	STOP AHEAD (SYMBOL)	30 X 30	EA	47.81 50.81 ^{PL}	17.06
W4-4P	CROSS TRAFFIC DOES NOT STOP (PLAQUE)	24 X 12	EA	15.30	4.50
W5-1	ROAD NARROWS	36 X 36	EA	68.85	20.25
W5-3	ONE LANE BRIDGE	36 X 36	EA	68.85	20.25
W8-1	BUMP	30 X 30	EA	47.81	14.06
W8-2	DIP	30 X 30	EA	47.81	14.06
W8-3	PAVEMENT ENDS	36 X 36	EA	68.85	20.25
W8-7	LOOSE GRAVEL	36 X 36	EA	68.85	20.25
W8-18	ROAD MAY FLOOD	36 X 36	EA	68.85	20.25
W8-19	FLOOD GAUGE	12 X 72	EA	45.90	13.50
W11-2	PEDESTRIAN CROSSING	30 X 30	EA	47.81	14.06

W13-1P	ADVISORY SPEED (PLAQUE)	18 X 18	EA	17.21	5.06
W14-2	NO OUTLET	30 X 30	EA	47.81	14.06
WX-X	TYPICAL WARNING SIGN (NOT ALREADY LISTED)	30 X 30	EA	47.81	14.06
WX-X	TYPICAL WARNING SIGN (NOT ALREADY LISTED)	36 X 36	EA	68.85	20.25
SCHOOL SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
S3-1	SCHOOL BUS STOP AHEAD (SYMBOL)	36 X 36	EA	74.82	29.25
CUSTOM SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
CUSTOM	CHRISTIAN COUNTY MAINTENANCE ENDS	18 X 18	EA	18.30	6.00
CUSTOM	NO DUMPING	18 X 18	EA	18.30	6.00
CUSTOM	TYPICAL CUSTOM SIGN (NOT ALREADY LISTED)	18 X 18	EA	18.30	6.00
OBJECT MARKERS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY

OM1-1	OBJECT MARKER (Y/Y)	18 X 18	EA	24.00	12.00
OM1-2	OBJECT MARKER (B/Y)	18 X 18	EA	24.00	12.00
OM1-3	OBJECT MARKER (Y)	18 X 18	EA	17.21	5.06
OM3-C	DITCH MARKER (CENTER)	12 X 36	EA	22.95	6.75
OM3-L	DITCH MARKER (LEFT)	12 X 36	EA	22.95	6.75
OM3-R	DITCH MARKER (RIGHT)	12 X 36	EA	22.95	6.75
OM4-1	OBJECT MARKER (R/R)	18 X 18	EA	24.00	12.00
OM4-2	OBJECT MARKER (B/R)	18 X 18	EA	24.00	12.00
OM4-3	OBJECT MARKER (R)	18 X 18	EA	17.21	5.06

STREET NAME SIGNS (FLAT/DOUBLE SIDED)

MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY 2 EA
D3-1	STREET NAME SIGN	8 X 18	EA	12.30	7.90
D3-1	STREET NAME SIGN	8 X 24	EA	16.48	10.59
D3-1	STREET NAME SIGN	8 X 30	EA	20.50	13.20
D3-1	STREET NAME SIGN	8 X 32	EA	22.00	14.10
D3-1	STREET NAME SIGN	8 X 36	EA	24.60	15.80
D3-1	STREET NAME SIGN	8 X 42	EA	28.60	18.43

D3-1	STREET NAME SIGN	8 X 48	EA	32.84	21.09
D3-1	STREET NAME SIGN	12 X 18	EA	18.50	11.85
D3-1	STREET NAME SIGN	12 X 24	EA	24.60	15.80
D3-1	STREET NAME SIGN	12 X 30	EA	30.75	19.75
D3-1	STREET NAME SIGN	12 X 32	EA	33.83	21.70
D3-1	STREET NAME SIGN	12 X 36	EA	36.90	23.70
D3-1	STREET NAME SIGN	12 X 42	EA	43.05	27.65
D3-1	STREET NAME SIGN	12 X 48	EA	49.20	31.60
SIGN BLANKS (FLAT)					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	SIGN ONLY	
D3-1	BLANK (METAL ONLY)	8 X 18	EA	4.30	
D3-1	BLANK (METAL ONLY)	8 X 24	EA	5.76	
D3-1	BLANK (METAL ONLY)	8 X 30	EA	7.18	
D3-1	BLANK (METAL ONLY)	8 X 32	EA	8.00	
D3-1	BLANK (METAL ONLY)	8 X 36	EA	8.60	
D3-1	BLANK (METAL ONLY)	8 X 42	EA	10.06	
D3-1	BLANK (METAL ONLY)	8 X 48	EA	11.48	

D3-1	BLANK (METAL ONLY)	12 X 18	EA	6.45	
D3-1	BLANK (METAL ONLY)	12 X 24	EA	8.60	
D3-1	BLANK (METAL ONLY)	12 X 30	EA	10.75	
D3-1	BLANK (METAL ONLY)	12 X 32	EA	11.60	
D3-1	BLANK (METAL ONLY)	12 X 36	EA	12.90	
D3-1	BLANK (METAL ONLY)	12 X 42	EA	15.05	
D3-1	BLANK (METAL ONLY)	12 X 48	EA	17.20	
N/A	BLANK (METAL ONLY)	18 X 24	EA	12.90	
N/A	BLANK (METAL ONLY)	18 X 36	EA	19.35	
N/A	BLANK (METAL ONLY)	24 X 24	EA	17.20	
N/A	BLANK (METAL ONLY)	30 X 30	EA	26.88	
N/A	BLANK (METAL ONLY)	30 X 30 X 30	EA	15.30	

POSTS (GREEN U-CHANNEL), BRACKETS & BOLTS

MUTCD ID	DESCRIPTION	SIZE	UNIT	
N/A	2 LB U-CHANNEL POST	4 FT	BUNDLE OF 50	420.00
N/A	2 LB U-CHANNEL POST	8 FT	BUNDLE OF 50	840.00
N/A	2 LB U-CHANNEL POST	10 FT	BUNDLE OF 50	1050.00

N/A	3 LB U-CHANNEL POST	4 FT	BUNDLE OF 50	630.00
N/A	3 LB U-CHANNEL POST	8 FT	BUNDLE OF 50	1260.00
N/A	3 LB U-CHANNEL POST	10 FT	BUNDLE OF 50	1575.00
N/A	SUPR-LOK 90° CROSSPIECE BRACKET (FLAT)	990X	BOX/50	170.00
N/A	SUPR-LOK 90° BRACKET (FLAT)	91UX-OL90	BOX/50	170.00
N/A	SUPR LOK 180° BRACKET (FLAT)	91UX-NU180	BOX/50	170.00
N/A	SUER-LOK 90° CROSSPIECE BRACKET (FLAT)	12 IN.	BOX/20	216.00
N/A	SUPR-LOK 90° BRACKET (FLAT)	12 IN.	BOX/20	216.00
N/A	SUPR-LOK 180° BRACKET (FLAT)	12 IN.	BOX/20	216.00
N/A	SLIP SAFE BRACKET	U-CHANNEL	BOX	
N/A	VANDAL RESISTENT BOLTS & NUTS		EA	0.80

FACING & LETTERING

MUTCD ID	DESCRIPTION	SIZE	UNIT	
N/A	HIP/PS GREEN ROLL	8" X 50 YD	PER ROLL	146.00
N/A	HIP/PS GREEN ROLL	12" X 50 YD	PER ROLL	219.00
N/A	YELLOW CAUTION/BARRICADE TAPE	3" X 1000'	PER ROLL	
B SERIES	4" UPPERCASE LETTER, HIP	4"	PACK OF 25	8.40

B SERIES	4" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	860
B SERIES	6" UPPERCASE LETTER, HIP	6"	PACK OF 25	15.92
B SERIES	6" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	15.92
B SERIES	8" UPPERCASE LETTER, HIP	8"	PACK OF 25	19.67
B SERIES	8" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	19.67

CONSTRUCTION SIGNS

MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	
N/A	TYPE 1 BARRICADE	24 X 36	EA	65.04
N/A	TYPE 2 BARRICADE	24 X 36	EA	74.59
N/A	TYPE 3 BARRICADE	48 X 60	EA	220.64
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 6	EA	86.00
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 8	EA	93.50
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 10	EA	104.50 ^{on}
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 6	EA	122.00
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 8	EA	142.00
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 10	EA	162.00
N/A	PLASTICADE A-FRAME BARRICADES, TYPE I	25 X 45 <i>A-frame Only</i>	EA	25.50

N/A	PLASTICADE A-FRAME BARRICADES, TYPE II	25 X 45	EA	162.00
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 4	EA	281.00
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 6	EA	320.00
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 8	EA	360.00
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 10	EA	400.00
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 12	EA	440.00
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 4	EA	33.46
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 6	EA	45.66
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 8	EA	58.46
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 10	EA	71.10
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 12	EA	85.00
N/A	36" ROLL UP SIGN, REFLECTIVE, RIBS	36 X 36	EA	91.00
N/A	36" ROLL UP SIGN, MESH, RIBS	36 X 36	EA	56.00
N/A	ROLL UP/PORTABLE SIGN STANDS	COMPACT	EA	92.50
N/A	ROLL UP/PORTABLE SIGN STANDS	MID-SIZE	EA	61.00
N/A	FLEXIBLE DELINEATOR POSTS	42"	EA	142.3
N/A	DELINEATOR POST BASE	STANDARD 12 #	EA	11.90
N/A	REFLECTIVE TRAFFIC CONES	36"	EA	30.80

N/A	STOP/SLOW PADDLES (REFLECTIVE)	4 -- 8 FT TELESCOPING	EA	68.56
N/A	WARNING LIGHTS	STANDARD	EA	15.95
N/A	FLAGS	STANDARD	EA	6.50
N/A	DRUM W/ BASE (REFLECTIVE)	36"	EA	72.20

Lightle Enterprises of Ohio, LLC David A. Lightle
 Company Name Representative Name

P.O. Box 329 Frankfort OH 45628
 Address City State Zip

740-998-5363 740-998-5364 740-703-6740
 Business Phone Business Fax Cellular Phone

dlightle@lightleenterprises.com
 Email address

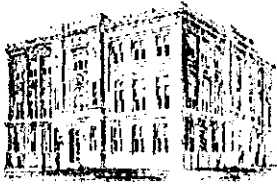
FINAL MANDATORY COMPLIANCE CHECKLIST:

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:

Kim Hopkins-Will, Purchasing Agent
(417) 582-4309
khopkins@christiancountymmo.gov

<u>FINAL COMPLIANCE CHECKLIST</u>	(✓)
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 9, Section 38)	✓
I am including one (1) unbound original and two (2) copies 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

Return bid no later than: 8:45 a.m., December 2, 2021 Central Time

Product or Services Requested: Annual Contract for Roadway Signs & Equipment

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: December 2, 2021

Bid Opening Time: 9:00 a.m.

Contact: Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

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

Email: countycommission@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.

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) Submitting your bid:

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

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

(2) Late bids:

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

(3) Bid Withdrawal:

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

(4) Product Samples:

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

(5) Itemization of Proposal:

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

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

(10) Incurred costs:

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

(11) For Construction Services:

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

(12) Vendor's Personnel Qualifications:

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

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred 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 employee's 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. Contract will go into effect January 1, 2022.

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.

The contract shall not exceed \$99,999.99 annually.

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 Commission. 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 the Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721. 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 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) 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

(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 Newman Signs, Inc.	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Newman Signs, Inc.
Mailing Address 1606 6th Ave SW	IRS Form 1099 Mailing Address 1606 6th Ave SW
City, State, Zip Code Jamestown, ND 58401	City, State, Zip Code Jamestown, ND 58401

Contact Person Marcia Johnson	Email Address sales8@newmansigns.com
Phone number 800-437-9770	Fax number 701-252-9213
Authorized Signature Marcia Johnson	Date 11/29/21
Printed Name Marcia Johnson	Title Sales Representative

Exhibit A-References

List three (3) business references:

Taney County Road & Bridge Angie Edwards
 Company Name Representative Name
PO Box 1018 on 1377 E State Hwy 76 MO 65616
 Address City - Branson State Zip
417-546-7268 417-546-7710
 Business Phone Business Fax
angie.edwards@co.taneycounty.mo.gov
 Email Address

City of Nixa Jeff Russell
 Company Name Representative Name
PO Box 395 Nixa MO 65714
 Address City State Zip
417-725-2353 417-725-7134
 Business Phone Business Fax
j.russell@nixa.com
 Email Address

Callaway County Mitch Fletcher
 Company Name Representative Name
5901 County Rd 302 Fulton MO 65251
 Address City State Zip
573-642-0740 573-642-8773 573-826-0079
 Business Phone Business Fax Cellular Phone
mfletcher@callawaycounty.org
 Email Address

Bid Specifications & Bid Table

The Christian County Highway Department is requesting bids for roadway signs, equipment and materials. All sign panels, faces and reflectivity must continually meet current Federal standards and the Manual on Uniform Traffic Control Devices, most recent edition.

REGULATORY SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
R1-1	STOP	30 X 30	EA	\$ 34.03	\$ 13.92
R1-2	YIELD	30 X 30 X 30	EA	19.44	8.80
R1-3P	ALL WAY (PLAQUE)	18 X 6	EA	8.38	4.91
R2-1	SPEED LIMIT (XX)	24 X 30	EA	28.19	11.86
R4-1	DO NOT PASS	24 X 30	EA	28.19	11.86
R5-1	DO NOT ENTER	30 X 30	EA	34.03	13.92
R6-1	ONE WAY	36 x 12	EA	18.85	8.57
R8-3	NO PARKING (SYMBOL)	24 X 24	EA	24.61	12.83
R8-3A	NO PARKING	24 X 30	EA	28.19	10.25
R8-3DP	ON BRIDGE (PLAQUE)	24 X 18	EA	27.88	17.52
R8-3 (MOD)	NO PARKING ON RIGHT OF WAY	24 X 24	EA	34.11	20.66
R11-2	ROAD CLOSED (BLACK/WHITE)	48 X 30	EA	51.43	19.97

R11-3	ROAD CLOSED – LOCAL TRAFFIC ONLY	60 x 30	EA	\$ 66.65	\$ 24.00
R12-1	WEIGHT LIMIT (XX) TON	24 X 30	EA	28.19	11.86
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	18 X 24	EA	18.89	8.60
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	24 X 30	EA	28.19	11.86
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	30 X 30	EA	34.03	13.92
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	36 X 36	EA	46.83	18.39
WARNING SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
W1-1 (L)	90° LEFT CURVE (SYMBOL)	30 X 30	EA	\$ 34.03	\$ 13.92
W1-1 (R)	90° LEFT CURVE (SYMBOL)	30 X 30	EA	34.03	13.92
W1-2 (L)	45° LEFT CURVE (SYMBOL)	30 X 30	EA	34.03	13.92
W1-2 (R)	45° RIGHT CURVE (SYMBOL)	30 X 30	EA	34.03	13.92
W1-3 (L)	LEFT REVERSE TURN (SYMBOL)	30 X 30	EA	34.03	13.92
W1-3 (R)	RIGHT REVERSE TURN (SYMBOL)	30 X 30	EA	34.03	13.92
W1-4 (L)	LEFT REVERSE CURVE (SYMBOL)	30 X 30	EA	34.03	13.92
W1-4 (R)	RIGHT REVERSE CURVE (SYMBOL)	30 X 30	EA	34.03	13.92
W1-5 (L)	LEFT WINDING ROAD (SYMBOL)	30 X 30	EA	34.03	13.92

W1-5 (R)	RIGHT WINDING ROAD (SYMBOL)	30 X 30	EA	\$ 34.03	\$ 13.92
W1-6	ARROW	48 X 24	EA	42.11	16.70
W1-7	DOUBLE ARROW	48 X 24	EA	42.11	16.70
W1-8	CHEVRON	18 X 24	EA	18.89	8.61
W2-1	CROSSROAD (SYMBOL)	30 X 30	EA	34.03	13.92
W2-2	MINOR "T" INTERSECTION (SYMBOL)	30 X 30	EA	34.03	13.92
W2-4	"T" INTERSECTION (SYMBOL)	30 X 30	EA	34.03	13.92
W3-1	STOP AHEAD (SYMBOL)	30 X 30	EA	36.16	19.08
W4-4P	CROSS TRAFFIC DOES NOT STOP (PLAQUE)	24 X 12	EA	14.20	6.95
W5-1	ROAD NARROWS	36 X 36	EA	46.83	18.39
W5-3	ONE LANE BRIDGE	36 X 36	EA	46.83	18.40
W8-1	BUMP	30 X 30	EA	34.03	13.92
W8-2	DIP	30 X 30	EA	34.03	13.92
W8-3	PAVEMENT ENDS	36 X 36	EA	46.83	18.40
W8-7	LOOSE GRAVEL	36 X 36	EA	46.83	18.40
W8-18	ROAD MAY FLOOD	36 X 36	EA	46.83	18.40
W8-19	FLOOD GAUGE	12 X 72	EA	32.77	13.42
W11-2	PEDESTRIAN CROSSING	30 X 30	EA	34.03	13.92

W13-1P	ADVISORY SPEED (PLAQUE)	18 X 18	EA	\$15.40	\$7.40
W14-2	NO OUTLET	30 X 30	EA	34.03	13.92
WX-X	TYPICAL WARNING SIGN (NOT ALREADY LISTED)	30 X 30	EA	34.03	13.92
WX-X	TYPICAL WARNING SIGN (NOT ALREADY LISTED)	36 X 36	EA	46.83	18.39
SCHOOL SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
S3-1	SCHOOL BUS STOP AHEAD (SYMBOL)	36 X 36	EA	70.60	\$43.68
CUSTOM SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
CUSTOM	CHRISTIAN COUNTY MAINTENANCE ENDS	18 X 18	EA	\$23.23	\$15.18
CUSTOM	NO DUMPING	18 X 18	EA	23.23	15.18
CUSTOM	TYPICAL CUSTOM SIGN (NOT ALREADY LISTED)	18 X 18	EA	23.23	15.18
OBJECT MARKERS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY

OM1-1	OBJECT MARKER (Y/Y)	18 X 18	EA	\$23.13	\$13.53
OM1-2	OBJECT MARKER (B/Y)	18 X 18	EA	22.00	12.53
OM1-3	OBJECT MARKER (Y)	18 X 18	EA	13.75	10.53
OM3-C	DITCH MARKER (CENTER)	12 X 36	EA	18.85	8.58
OM3-L	DITCH MARKER (LEFT)	12 X 36	EA	18.85	8.58
OM3-R	DITCH MARKER (RIGHT)	12 X 36	EA	18.85	8.58
OM4-1	OBJECT MARKER (R/R)	18 X 18	EA	23.13	13.53
OM4-2	OBJECT MARKER (B/R)	18 X 18	EA	18.88	10.53
OM4-3	OBJECT MARKER (R)	18 X 18	EA	13.75	10.53
STREET NAME SIGNS (FLAT/DOUBLE SIDED)					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
D3-1	STREET NAME SIGN	8 X 18	EA	\$25.23	\$11.15
D3-1	STREET NAME SIGN	8 X 24	EA	28.61	12.37
D3-1	STREET NAME SIGN	8 X 30	EA	31.73	13.46
D3-1	STREET NAME SIGN	8 X 32	EA	34.34	14.27
D3-1	STREET NAME SIGN	8 X 36	EA	35.61	16.35
D3-1	STREET NAME SIGN	8 X 42	EA	38.24	18.27

D3-1	STREET NAME SIGN	8 X 48	EA	41.35	19.20
D3-1	STREET NAME SIGN	12 X 18	EA	29.91	14.79
D3-1	STREET NAME SIGN	12 X 24	EA	34.49	16.38
D3-1	STREET NAME SIGN	12 X 30	EA	39.35	18.10
D3-1	STREET NAME SIGN	12 X 32	EA	43.20	19.28
D3-1	STREET NAME SIGN	12 X 36	EA	43.92	19.70
D3-1	STREET NAME SIGN	12 X 42	EA	48.76	21.41
D3-1	STREET NAME SIGN	12 X 48	EA	53.33	22.70
SIGN BLANKS (FLAT)					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	SIGN ONLY	
D3-1	BLANK (METAL ONLY)	8 X 18	EA	44.59	
D3-1	BLANK (METAL ONLY)	8 X 24	EA	5.60	
D3-1	BLANK (METAL ONLY)	8 X 30	EA	6.61	
D3-1	BLANK (METAL ONLY)	8 X 32	EA	6.94	
D3-1	BLANK (METAL ONLY)	8 X 36	EA	8.38	
D3-1	BLANK (METAL ONLY)	8 X 42	EA	8.63	
D3-1	BLANK (METAL ONLY)	8 X 48	EA	9.63	

D3-1	BLANK (METAL ONLY)	12 X 18	EA	\$5.72	
D3-1	BLANK (METAL ONLY)	12 X 24	EA	7.23	
D3-1	BLANK (METAL ONLY)	12 X 30	EA	8.74	
D3-1	BLANK (METAL ONLY)	12 X 32	EA	No Bid	
D3-1	BLANK (METAL ONLY)	12 X 36	EA	10.25	
D3-1	BLANK (METAL ONLY)	12 X 42	EA	11.76	
D3-1	BLANK (METAL ONLY)	12 X 48	EA	13.28	
N/A	BLANK (METAL ONLY)	18 X 24	EA	10.25	
N/A	BLANK (METAL ONLY)	18 X 36	EA	14.80	
N/A	BLANK (METAL ONLY)	24 X 24	EA	13.28	
N/A	BLANK (METAL ONLY)	30 X 30	EA	20.09	
N/A	BLANK (METAL ONLY)	30 X 30 X 30	EA	11.02	
POSTS (GREEN U-CHANNEL), BRACKETS & BOLTS					
MUTCD ID	DESCRIPTION	SIZE	UNIT		
N/A	2 LB U-CHANNEL POST	4 FT	BUNDLE OF 50	\$10.71	
N/A	2 LB U-CHANNEL POST	8 FT	BUNDLE OF 50	18.67	
N/A	2 LB U-CHANNEL POST	10 FT	BUNDLE OF 50	22.67	

B SERIES	4" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	\$ 10.07
B SERIES	6" UPPERCASE LETTER, HIP	6"	PACK OF 25	\$ 14.95
B SERIES	6" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	\$ 13.74
B SERIES	8" UPPERCASE LETTER, HIP	8"	PACK OF 25	\$ 17.41
B SERIES	8" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	\$ 17.84

CONSTRUCTION SIGNS

MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	
N/A	TYPE 1 BARRICADE	24 X 36	EA	No Bid
N/A	TYPE 2 BARRICADE	24 X 36	EA	No Bid
N/A	TYPE 3 BARRICADE	48 X 60	EA	No Bid
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 6	EA	No Bid
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 8	EA	No Bid
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 10	EA	No Bid
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 6	EA	No Bid
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 8	EA	No Bid
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 10	EA	No Bid
N/A	PLASTICADE A-FRAME BARRICADES, TYPE I	25 X 45	EA	No Bid

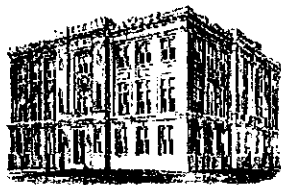
FINAL MANDATORY COMPLIANCE CHECKLIST:

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:

Kim Hopkins-Will, Purchasing Agent
(417) 582-4309
khopkins@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 9, Section 38)	✓
I am including one (1) unbound original and two (2) copies 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

Return bid no later than: 8:45 a.m., December 2, 2021 Central Time

Product or Services Requested: Annual Contract for Roadway Signs & Equipment

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: December 2, 2021

Bid Opening Time: 9:00 a.m.

Contact: Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

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

Email: countycommission@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.

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) Submitting your bid:

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

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

(2) Late bids:

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

(3) Bid Withdrawal:

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

(4) Product Samples:

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

(5) Itemization of Proposal:

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

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

(10) Incurred costs:

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

(11) For Construction Services:

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

(12) Vendor's Personnel Qualifications:

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

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred 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 employee's 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. Contract will go into effect January 1, 2022.

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.

The contract shall not exceed \$99,999.99 annually.

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 Commission. 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 the Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721. 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 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) 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

(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 <i>Osburn Associates, Inc.</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Osburn Associates, Inc.</i>
Mailing Address <i>P.O. Box 912</i>	IRS Form 1099 Mailing Address <i>P.O. Box 912</i>
City, State, Zip Code <i>Logan, OH 43138</i>	City, State, Zip Code <i>Logan, OH 43138</i>


Contact Person <i>Jennifer Treadway</i>	Email Address <i>jennifer.t@osburns.com</i>
Phone number <i>(800) 523-8917</i>	Fax number <i>(740) 385-8016</i>
Authorized Signature 	Date <i>11/29/2021</i>
Printed Name <i>Jennifer Treadway</i>	Title <i>Bidding Agent</i>

Exhibit A-References

List three (3) business references:

** Please see attached reference sheet*

Company Name Representative Name

Address City State Zip

Business Phone Business Fax Cellular Phone

Email Address

Company Name Representative Name

Address City State Zip

Business Phone Business Fax Cellular Phone

Email Address

Company Name Representative Name

Address City State Zip

Business Phone Business Fax Cellular Phone

Email Address

REFERENCES - Updated 2021

Missouri Department of Transportation

830 MoDOT Drive
Jefferson City, MO 65109
Ph: 573-526-0122
Contact: Matthew Lackman
Email: Matthew.Lackman@modot.mo.gov

Road Commission for Oakland County

31001 Lasher Rd
Beverly Hill, MI 48025
(248) 858-4796
Contact: Star Wood
Email: swood@rcoc.org

King County Metro Transit Div

155 Monroe Ave NE
Renton, WA 98056
206-477-3879
Contact: Bob Knight
Email: Bob.Knight@kingcounty.gov

City of St Petersburg Traffic Operations

1744 9th Ave North
St. Petersburg, FL 33713
Ph: (727)892-5247
Contact: Brian P. Lewandowski

County of Volusia Road & Bridge

3771 W. International Speedway Blvd
Daytona Beach, FL 32124
386-295-0051
Contact: Alfred Brooks
E-mail: abrooks@volusia.org

Pinellas County Purchasing Dept.

PO Box 2438
Clearwater, FL 33757
727-464-8870
Contact: Kathy Shakespeare
Email: kshakespeare@pinellascounty.org

Lafayette Consolidated Government

705 West University Avenue
Lafayette, LA 70502
337.291.8071
Contact: Tara Cazares
Email: tcazares@LafayetteLA.gov

Bid Specifications & Bid Table

The Christian County Highway Department is requesting bids for roadway signs, equipment and materials. All sign panels, faces and reflectivity must continually meet current Federal standards and the Manual on Uniform Traffic Control Devices, most recent edition.

** Bidding Army Dennyson HIP (T-6500)*

REGULATORY SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
R1-1	STOP	30 X 30	EA	30.00	10.94
R1-2	YIELD	30 X 30 X 30	EA	19.69	9.38
R1-3P	ALL WAY (PLAQUE)	18 X 6	EA	3.94	1.88
R2-1	SPEED LIMIT (XX)	24 X 30	EA	26.25	12.50
R4-1	DO NOT PASS	24 X 30	EA	26.25	12.50
R5-1	DO NOT ENTER	30 X 30	EA	32.81	15.63
R6-1	ONE WAY	36 x 12	EA	15.75	7.50
R8-3	NO PARKING (SYMBOL)	24 X 24	EA	21.00	10.00
R8-3A	NO PARKING	24 X 30	EA	26.25	12.50
R8-3DP	ON BRIDGE (PLAQUE)	24 X 18	EA	15.75	7.50
R8-3 (MOD)	NO PARKING ON RIGHT OF WAY	24 X 24	EA	21.00	10.00
R11-2	ROAD CLOSED (BLACK/WHITE)	48 X 30	EA	52.50	25.00

R11-3	ROAD CLOSED – LOCAL TRAFFIC ONLY	60 x 30	EA	65.63	31.25
R12-1	WEIGHT LIMIT (XX) TON	24 X 30	EA	26.25	12.50
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	18 X 24	EA	15.75	7.50
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	24 X 30	EA	26.25	12.50
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	30 X 30	EA	32.81	15.63
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	36 X 36	EA	47.25	22.50

WARNING SIGNS

MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
W1-1 (L)	90° LEFT CURVE (SYMBOL)	30 X 30	EA	32.81	15.63
W1-1 (R)	90° LEFT CURVE (SYMBOL)	30 X 30	EA	32.81	15.63
W1-2 (L)	45° LEFT CURVE (SYMBOL)	30 X 30	EA	32.81	15.63
W1-2 (R)	45° RIGHT CURVE (SYMBOL)	30 X 30	EA	32.81	15.63
W1-3 (L)	LEFT REVERSE TURN (SYMBOL)	30 X 30	EA	32.81	15.63
W1-3 (R)	RIGHT REVERSE TURN (SYMBOL)	30 X 30	EA	32.81	15.63
W1-4 (L)	LEFT REVERSE CURVE (SYMBOL)	30 X 30	EA	32.81	15.63
W1-4 (R)	RIGHT REVERSE CURVE (SYMBOL)	30 X 30	EA	32.81	15.63
W1-5 (L)	LEFT WINDING ROAD (SYMBOL)	30 X 30	EA	32.81	15.63

W1-5 (R)	RIGHT WINDING ROAD (SYMBOL)	30 X 30	EA	32.81	15.63
W1-6	ARROW	48 X 24	EA	42.00	20.00
W1-7	DOUBLE ARROW	48 X 24	EA	42.00	20.00
W1-8	CHEVRON	18 X 24	EA	15.75	7.50
W2-1	CROSSROAD (SYMBOL)	30 X 30	EA	32.81	15.63
W2-2	MINOR "T" INTERSECTION (SYMBOL)	30 X 30	EA	32.81	15.63
W2-4	"T" INTERSECTION (SYMBOL)	30 X 30	EA	32.81	15.63
W3-1	STOP AHEAD (SYMBOL)	30 X 30	EA	32.81	15.63
W4-4P	CROSS TRAFFIC DOES NOT STOP (PLAQUE)	24 X 12	EA	10.50	5.00
W5-1	ROAD NARROWS	36 X 36	EA	47.25	22.50
W5-3	ONE LANE BRIDGE	36 X 36	EA	47.25	22.50
W8-1	BUMP	30 X 30	EA	32.81	15.63
W8-2	DIP	30 X 30	EA	32.81	15.63
W8-3	PAVEMENT ENDS	36 X 36	EA	47.25	22.50
W8-7	LOOSE GRAVEL	36 X 36	EA	47.25	22.50
W8-18	ROAD MAY FLOOD	36 X 36	EA	47.25	22.50
W8-19	FLOOD GAUGE	12 X 72	EA	31.50	15.00
W11-2	PEDESTRIAN CROSSING	30 X 30	EA	32.81	15.63

W13-1P	ADVISORY SPEED (PLAQUE)	18 X 18	EA	11.81	5.63
W14-2	NO OUTLET	30 X 30	EA	32.81	15.63
WX-X	TYPICAL WARNING SIGN (NOT ALREADY LISTED)	30 X 30	EA	32.81	15.63
WX-X	TYPICAL WARNING SIGN (NOT ALREADY LISTED)	36 X 36	EA	47.25	22.50
SCHOOL SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
S3-1	SCHOOL BUS STOP AHEAD (SYMBOL)	36 X 36	EA	58.32	31.50
CUSTOM SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
CUSTOM	CHRISTIAN COUNTY MAINTENANCE ENDS	18 X 18	EA	14.75	7.31
CUSTOM	NO DUMPING	18 X 18	EA	14.75	7.31
CUSTOM	TYPICAL CUSTOM SIGN (NOT ALREADY LISTED)	18 X 18	EA	14.75	7.31
OBJECT MARKERS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY

OM1-1	OBJECT MARKER (Y/Y)	18 X 18	EA	11.81	5.63
OM1-2	OBJECT MARKER (B/Y)	18 X 18	EA	11.81	5.63
OM1-3	OBJECT MARKER (Y)	18 X 18	EA	11.81	5.63
OM3-C	DITCH MARKER (CENTER)	12 X 36	EA	15.75	7.50
OM3-L	DITCH MARKER (LEFT)	12 X 36	EA	15.75	7.50
OM3-R	DITCH MARKER (RIGHT)	12 X 36	EA	15.75	7.50
OM4-1	OBJECT MARKER (R/R)	18 X 18	EA	11.81	5.63
OM4-2	OBJECT MARKER (B/R)	18 X 18	EA	11.81	5.63
OM4-3	OBJECT MARKER (R)	18 X 18	EA	11.81	5.63
STREET NAME SIGNS (FLAT/DOUBLE SIDED)					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
D3-1	STREET NAME SIGN	8 X 18	EA	9.25	5.00
D3-1	STREET NAME SIGN	8 X 24	EA	12.35	6.44
D3-1	STREET NAME SIGN	8 X 30	EA	15.42	8.34
D3-1	STREET NAME SIGN	8 X 32	EA	18.50	10.00
D3-1	STREET NAME SIGN	8 X 36	EA	18.50	10.00
D3-1	STREET NAME SIGN	8 X 42	EA	21.58	11.72

D3-1	STREET NAME SIGN	8 X 48	EA	24.67	13.34
D3-1	STREET NAME SIGN	12 X 18	EA	13.88	7.50
D3-1	STREET NAME SIGN	12 X 24	EA	18.50	10.00
D3-1	STREET NAME SIGN	12 X 30	EA	23.13	12.50
D3-1	STREET NAME SIGN	12 X 32	EA	27.75	15.00
D3-1	STREET NAME SIGN	12 X 36	EA	27.75	15.00
D3-1	STREET NAME SIGN	12 X 42	EA	32.38	17.50
D3-1	STREET NAME SIGN	12 X 48	EA	37.00	20.00
SIGN BLANKS (FLAT)					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	SIGN ONLY	
D3-1	BLANK (METAL ONLY)	8 X 18	EA	4.15	
D3-1	BLANK (METAL ONLY)	8 X 24	EA	5.63	
D3-1	BLANK (METAL ONLY)	8 X 30	EA	6.92	
D3-1	BLANK (METAL ONLY)	8 X 32	EA	8.30	
D3-1	BLANK (METAL ONLY)	8 X 36	EA	8.30	
D3-1	BLANK (METAL ONLY)	8 X 42	EA	9.68	
D3-1	BLANK (METAL ONLY)	8 X 48	EA	11.07	

D3-1	BLANK (METAL ONLY)	12 X 18	EA	<i>6.23</i>	
D3-1	BLANK (METAL ONLY)	12 X 24	EA	<i>8.30</i>	
D3-1	BLANK (METAL ONLY)	12 X 30	EA	<i>10.38</i>	
D3-1	BLANK (METAL ONLY)	12 X 32	EA	<i>12.45</i>	
D3-1	BLANK (METAL ONLY)	12 X 36	EA	<i>12.45</i>	
D3-1	BLANK (METAL ONLY)	12 X 42	EA	<i>14.53</i>	
D3-1	BLANK (METAL ONLY)	12 X 48	EA	<i>16.60</i>	
N/A	BLANK (METAL ONLY)	18 X 24	EA	<i>12.45</i>	
N/A	BLANK (METAL ONLY)	18 X 36	EA	<i>18.68</i>	
N/A	BLANK (METAL ONLY)	24 X 24	EA	<i>16.60</i>	
N/A	BLANK (METAL ONLY)	30 X 30	EA	<i>25.94</i>	
N/A	BLANK (METAL ONLY)	30 X 30 X 30	EA	<i>15.56</i>	

POSTS (GREEN U-CHANNEL), BRACKETS & BOLTS

MUTCD ID	DESCRIPTION	SIZE	UNIT	
N/A	2 LB U-CHANNEL POST	4 FT	BUNDLE OF 50	<i>No Bid</i>
N/A	2 LB U-CHANNEL POST	8 FT	BUNDLE OF 50	<i>No Bid</i>
N/A	2 LB U-CHANNEL POST	10 FT	BUNDLE OF 50	<i>No Bid</i>


N/A	3 LB U-CHANNEL POST	4 FT	BUNDLE OF 50	<i>No Bid</i>
N/A	3 LB U-CHANNEL POST	8 FT	BUNDLE OF 50	<i>No Bid</i>
N/A	3 LB U-CHANNEL POST	10 FT	BUNDLE OF 50	<i>No Bid</i>
N/A	SUPR-LOK 90° CROSSPIECE BRACKET (FLAT)	990X	BOX/50	<i>262.50</i>
N/A	SUPR-LOK 90° BRACKET (FLAT)	91UX-OL90	BOX/50	<i>262.50</i>
N/A	SUPR LOK 180° BRACKET (FLAT)	91UX-NU180	BOX/50	<i>262.50</i>
N/A	SUER-LOK 90° CROSSPIECE BRACKET (FLAT)	12 IN.	BOX/50	<i>487.50</i>
N/A	SUPR-LOK 90° BRACKET (FLAT)	12 IN.	BOX/50	<i>487.50</i>
N/A	SUPR-LOK 180° BRACKET (FLAT)	12 IN.	BOX/50	<i>487.50</i>
N/A	SLIP SAFE BRACKET	U-CHANNEL	BOX	<i>No Bid</i>
N/A	VANDAL RESISTENT BOLTS & NUTS		EA	<i>No Bid</i>
FACING & LETTERING				
MUTCD ID	DESCRIPTION	SIZE	UNIT	
N/A	HIP/PS GREEN ROLL <i>Avery T-6507</i>	8" X 50 YD	PER ROLL	<i>115.00</i>
N/A	HIP/PS GREEN ROLL <i>Avery T-6507</i>	12" X 50 YD	PER ROLL	<i>172.50</i>
N/A	YELLOW CAUTION/BARRICADE TAPE	3" X 1000'	PER ROLL	<i>No Bid</i>
B SERIES	4" UPPERCASE LETTER, HIP	4"	PACK OF 25	<i>12.50</i>

B SERIES	4" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	12.50
B SERIES	6" UPPERCASE LETTER, HIP	6"	PACK OF 25	14.50
B SERIES	6" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	14.50
B SERIES	8" UPPERCASE LETTER, HIP	8"	PACK OF 25	16.50
B SERIES	8" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	16.50

CONSTRUCTION SIGNS

MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	
N/A	TYPE 1 BARRICADE	24 X 36	EA	No Bid
N/A	TYPE 2 BARRICADE	24 X 36	EA	
N/A	TYPE 3 BARRICADE	48 X 60	EA	
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 6	EA	
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 8	EA	
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 10	EA	
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 6	EA	
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 8	EA	
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 10	EA	
N/A	PLASTICADE A-FRAME BARRICADES, TYPE I	25 X 45	EA	

N/A	PLASTICADE A-FRAME BARRICADES, TYPE II	25 X 45	EA	No Bid
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 4	EA	
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 6	EA	
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 8	EA	
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 10	EA	
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 12	EA	
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 4	EA	
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 6	EA	
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 8	EA	
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 10	EA	
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 12	EA	
N/A	36" ROLL UP SIGN, REFLECTIVE, RIBS	36 X 36	EA	
N/A	36" ROLL UP SIGN, MESH, RIBS	36 X 36	EA	
N/A	ROLL UP/PORTABLE SIGN STANDS	COMPACT	EA	
N/A	ROLL UP/PORTABLE SIGN STANDS	MID-SIZE	EA	
N/A	FLEXIBLE DELINEATOR POSTS	42"	EA	
N/A	DELINEATOR POST BASE	STANDARD	EA	
N/A	REFLECTIVE TRAFFIC CONES	36"	EA	

N/A	STOP/SLOW PADDLES (REFLECTIVE)	4 – 8 FT TELESCOPING	EA	<i>No Bid</i>
N/A	WARNING LIGHTS	STANDARD	EA	
N/A	FLAGS	STANDARD	EA	
N/A	DRUM W/ BASE (REFLECTIVE)	36"	EA	

Osburn Associates, Inc.

Company Name

Jennifer Treadway

Representative Name

11931 SR 93 N.

Address

Logan

City

OH

State

43138

Zip

(800) 523-8917

Business Phone

(740) 385-8016

Business Fax

n/a

Cellular Phone

jennifert@osburns.com

Email address

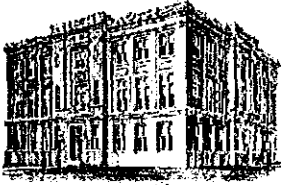
FINAL MANDATORY COMPLIANCE CHECKLIST:

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:

Kim Hopkins-Will, Purchasing Agent
(417) 582-4309
khopkins@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 9, Section 38)	✓
I am including one (1) unbound original and two (2) copies 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

Return bid no later than: 8:45 a.m., December 2, 2021 Central Time

Product or Services Requested: Annual Contract for Roadway Signs & Equipment

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: December 2, 2021

Bid Opening Time: 9:00 a.m.

Contact: Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

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

Email: countycommission@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.

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) Submitting your bid:

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

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

(2) Late bids:

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

(3) Bid Withdrawal:

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

(4) Product Samples:

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

(5) Itemization of Proposal:

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

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

(10) Incurred costs:

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

(11) For Construction Services:

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

(12) Vendor's Personnel Qualifications:

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

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred 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 employee's 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. Contract will go into effect January 1, 2022.

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.

The contract shall not exceed \$99,999.99 annually.

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 Commission. 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 the Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721. 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 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) 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

(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 Vulcan Signs Vulcan Aluminum	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Vulcan Inc/ 63-0513868
Mailing Address PO BOX 1850	IRS Form 1099 Mailing Address PO BOX 1850
City, State, Zip Code Foley, AL 36536	City, State, Zip Code Foley, AL 36536

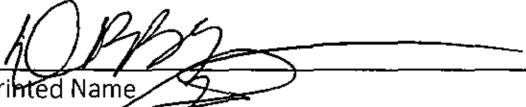
Contact Person David B. Beviacqua	Email Address vulcan3@vulcaninc.com
Phone number 800-633-6845	Fax number 251-943-1544
Authorized Signature 	Date 11/23/2021
Printed Name David B. Beviacqua	Title VP & General Manager

Exhibit A-References

List three (3) business references:

_____ Company Name		_____ Representative Name	
_____ Address	_____ City	_____ State	_____ Zip
_____ Business Phone	_____ Business Fax	_____ Cellular Phone	
_____ Email Address			

_____ Company Name		_____ Representative Name	
_____ Address	_____ City	_____ State	_____ Zip
_____ Business Phone	_____ Business Fax	_____ Cellular Phone	
_____ Email Address			

_____ Company Name		_____ Representative Name	
_____ Address	_____ City	_____ State	_____ Zip
_____ Business Phone	_____ Business Fax	_____ Cellular Phone	
_____ Email Address			



CUSTOMER REFERENCES

Greene Co, MO
Ms. Melissa Denney
933 N. Robberson Ave.
Springfield, MO 65802
Phone #417-868-4013

Galveston Co, TX
Mr. Rufus Crowder
722 Moody, 4th Floor
Galveston, TX 77550
Phone #409-770-5372

City of Raleigh, NC
Ms. Jennifer Myers
222 West Hargett St.
Raleigh, NC 27601
Phone #919-996-3240

State of Alabama
Mr. Crist Watts
523 Traffic Oper Dr.
Montgomery, AL 36130
Phone #407-836-8062

State of Tennessee
Mr. Bruce Scott
312 Rosa L. Parks Ave.
Nashville, TN 37243
Phone #615-741-5167

State of Louisiana
Ms. Mattie Sachse
PO BOX 94245
Baton Rouge, LA 70804
Phone #225-379-1761



Vulcan Aluminum

A PART OF Vulcan, Inc.

400 EAST BERRY AVE P. O. BOX 1850 FOLEY, ALABAMA 36536-1850 • (251) 943-COIL FAX (251) 943-7590



BUSINESS REFERENCES

State of Maryland
Mr. Mike Boyle
7491 Connelly Drive
Hanover, MD 21076

Phone (410) 787-7673

City of Garland, TX
Mr. Mike Hilton
409 Forest Gate
Garland, TX 75042

Phone (972) 205-3250

State of Arkansas
Highway & Transportation Dept.
Ms. Kim Elrod
PO Box 2261
Little Rock, AR 72203

Phone (501) 569-2665

Orange County, FL
Mr. John Trento
4200 South John Young Parkway
Orlando, FL 32839

Phone (407) 836-8062

City of Brownsville, TX
Mr. Robert Esparza
404 East Washington Street
Brownsville, TX 78520

Phone (956) 546-1768

"AN EMPLOYEE OWNED COMPANY"

Bid Specifications & Bid Table

The Christian County Highway Department is requesting bids for roadway signs, equipment and materials. All sign panels, faces and reflectivity must continually meet current Federal standards and the Manual on Uniform Traffic Control Devices, most recent edition.

REGULATORY SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
R1-1	STOP	30 X 30	EA	30.55	9.94
R1-2	YIELD	30 X 30 X 30	EA	18.63	5.06
R1-3P	ALL WAY (PLAQUE)	18 X 6	EA	5.90	1.19
R2-1	SPEED LIMIT (XX)	24 X 30	EA	26.20	7.95
R4-1	DO NOT PASS	24 X 30	EA	26.20	7.95
R5-1	DO NOT ENTER	30 X 30	EA	33.13	10.31
R6-1	ONE WAY	36 x 12	EA	15.72	4.77
R8-3	NO PARKING (SYMBOL)	24 X 24	EA	21.20	6.60
R8-3A	NO PARKING	24 X 30	EA	26.50	8.25
R8-3DP	ON BRIDGE (PLAQUE)	24 X 18	EA	15.72	4.77
R8-3 (MOD)	NO PARKING ON RIGHT OF WAY	24 X 24	EA	21.20	6.60
R11-2	ROAD CLOSED (BLACK/WHITE)	48 X 30	EA	52.40	15.90

R11-3	ROAD CLOSED – LOCAL TRAFFIC ONLY	60 x 30	EA	65.50	19.88
R12-1	WEIGHT LIMIT (XX) TON	24 X 30	EA	26.24	7.95
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	18 X 24	EA	15.72	4.77
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	24 X 30	EA	26.24	7.95
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	30 X 30	EA	32.75	9.94
RX-X	TYPICAL REGULATORY SIGN (NOT ALREADY LISTED)	36 X 36	EA	47.16	14.31
WARNING SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
W1-1 (L)	90° LEFT CURVE (SYMBOL)	30 X 30	EA	32.75	9.94
W1-1 (R)	90° LEFT CURVE (SYMBOL)	30 X 30	EA	32.75	9.94
W1-2 (L)	45° LEFT CURVE (SYMBOL)	30 X 30	EA	32.75	9.94
W1-2 (R)	45° RIGHT CURVE (SYMBOL)	30 X 30	EA	32.75	9.94
W1-3 (L)	LEFT REVERSE TURN (SYMBOL)	30 X 30	EA	32.75	9.94
W1-3 (R)	RIGHT REVERSE TURN (SYMBOL)	30 X 30	EA	32.75	9.94
W1-4 (L)	LEFT REVERSE CURVE (SYMBOL)	30 X 30	EA	32.75	9.94
W1-4 (R)	RIGHT REVERSE CURVE (SYMBOL)	30 X 30	EA	32.75	9.94
W1-5 (L)	LEFT WINDING ROAD (SYMBOL)	30 X 30	EA	32.75	9.94

W1-5 (R)	RIGHT WINDING ROAD (SYMBOL)	30 X 30	EA	32.75	9.94
W1-6	ARROW	48 X 24	EA	41.92	12.72
W1-7	DOUBLE ARROW	48 X 24	EA	41.92	12.72
W1-8	CHEVRON	18 X 24	EA	15.72	4.77
W2-1	CROSSROAD (SYMBOL)	30 X 30	EA	32.75	9.94
W2-2	MINOR "T" INTERSECTION (SYMBOL)	30 X 30	EA	32.75	9.94
W2-4	"T" INTERSECTION (SYMBOL)	30 X 30	EA	32.75	9.94
W3-1	STOP AHEAD (SYMBOL)	30 X 30	EA	33.59	10.69
W4-4P	CROSS TRAFFIC DOES NOT STOP (PLAQUE)	24 X 12	EA	12.44	3.18
W5-1	ROAD NARROWS	36 X 36	EA	47.16	14.31
W5-3	ONE LANE BRIDGE	36 X 36	EA	47.16	14.31
W8-1	BUMP	30 X 30	EA	33.59	10.69
W8-2	DIP	30 X 30	EA	33.59	10.69
W8-3	PAVEMENT ENDS	36 X 36	EA	47.16	14.31
W8-7	LOOSE GRAVEL	36 X 36	EA	47.16	14.31
W8-18	ROAD MAY FLOOD	36 X 36	EA	47.16	14.31
W8-19	FLOOD GAUGE	12 X 72	EA	31.44	9.54
W11-2	PEDESTRIAN CROSSING	30 X 30	EA	33.59	10.69

W13-1P	ADVISORY SPEED (PLAQUE)	18 X 18	EA	12.20	3.58
W14-2	NO OUTLET	30 X 30	EA	33.13	10.31
WX-X	TYPICAL WARNING SIGN (NOT ALREADY LISTED)	30 X 30	EA	33.59	10.69
WX-X	TYPICAL WARNING SIGN (NOT ALREADY LISTED)	36 X 36	EA	47.16	14.31
SCHOOL SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
S3-1	SCHOOL BUS STOP AHEAD (SYMBOL)	36 X 36	EA	58.50	27.83
CUSTOM SIGNS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
CUSTOM	CHRISTIAN COUNTY MAINTENANCE ENDS	18 X 18	EA	15.70	8.03
CUSTOM	NO DUMPING	18 X 18	EA	15.70	8.03
CUSTOM	TYPICAL CUSTOM SIGN (NOT ALREADY LISTED)	18 X 18	EA	15.70	8.03
OBJECT MARKERS					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY

OM1-1	OBJECT MARKER (Y/Y)	18 X 18	EA	22.33	11.31
OM1-2	OBJECT MARKER (B/Y)	18 X 18	EA	22.33	11.31
OM1-3	OBJECT MARKER (Y)	18 X 18	EA	22.33	11.31
OM3-C	DITCH MARKER (CENTER)	12 X 36	EA	15.72	4.77
OM3-L	DITCH MARKER (LEFT)	12 X 36	EA	15.72	4.77
OM3-R	DITCH MARKER (RIGHT)	12 X 36	EA	15.72	4.77
OM4-1	OBJECT MARKER (R/R)	18 X 18	EA	22.33	11.31
OM4-2	OBJECT MARKER (B/R)	18 X 18	EA	22.33	11.31
OM4-3	OBJECT MARKER (R)	18 X 18	EA	12.20	3.58
STREET NAME SIGNS (FLAT/DOUBLE SIDED)					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	NEW (PANEL + FACE)	FACE ONLY
D3-1	STREET NAME SIGN	8 X 18	EA	11.17	7.07
D3-1	STREET NAME SIGN	8 X 24	EA	15.11	9.40
D3-1	STREET NAME SIGN	8 X 30	EA	20.03	11.81
D3-1	STREET NAME SIGN	8 X 32	EA	21.43	12.58
D3-1	STREET NAME SIGN	8 X 36	EA	23.90	14.14
D3-1	STREET NAME SIGN	8 X 42	EA	26.03	16.47

D3-1	STREET NAME SIGN	8 X 48	EA	29.83	18.88
D3-1	STREET NAME SIGN	12 X 18	EA	16.97	10.61
D3-1	STREET NAME SIGN	12 X 24	EA	22.80	14.14
D3-1	STREET NAME SIGN	12 X 30	EA	27.87	17.68
D3-1	STREET NAME SIGN	12 X 32	EA	29.83	18.88
D3-1	STREET NAME SIGN	12 X 36	EA	33.48	21.21
D3-1	STREET NAME SIGN	12 X 42	EA	39.04	24.75
D3-1	STREET NAME SIGN	12 X 48	EA	44.63	28.28
SIGN BLANKS (FLAT)					
MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	SIGN ONLY	
D3-1	BLANK (METAL ONLY)	8 X 18	EA	\$ 6.45	
D3-1	BLANK (METAL ONLY)	8 X 24	EA	\$ 8.57	
D3-1	BLANK (METAL ONLY)	8 X 30	EA	\$10.76	
D3-1	BLANK (METAL ONLY)	8 X 32	EA	\$12.74	
D3-1	BLANK (METAL ONLY)	8 X 36	EA	\$12.89	
D3-1	BLANK (METAL ONLY)	8 X 42	EA	\$16.29	
D3-1	BLANK (METAL ONLY)	8 X 48	EA	\$17.93	

D3-1	BLANK (METAL ONLY)	12 X 18	EA	\$ 9.67	
D3-1	BLANK (METAL ONLY)	12 X 24	EA	\$12.86	
D3-1	BLANK (METAL ONLY)	12 X 30	EA	\$16.14	
D3-1	BLANK (METAL ONLY)	12 X 32	EA	\$18.43	
D3-1	BLANK (METAL ONLY)	12 X 36	EA	\$20.11	
D3-1	BLANK (METAL ONLY)	12 X 42	EA	\$23.77	
D3-1	BLANK (METAL ONLY)	12 X 48	EA	\$26.46	
N/A	BLANK (METAL ONLY)	18 X 24	EA	\$19.28	
N/A	BLANK (METAL ONLY)	18 X 36	EA	\$29.73	
N/A	BLANK (METAL ONLY)	24 X 24	EA	\$25.70	
N/A	BLANK (METAL ONLY)	30 X 30	EA	\$40.32	
N/A	BLANK (METAL ONLY)	30 X 30 X 30	EA	\$19.27	

POSTS (GREEN U-CHANNEL), BRACKETS & BOLTS

MUTCD ID	DESCRIPTION	SIZE	UNIT	
N/A	2 LB U-CHANNEL POST	4 FT	BUNDLE OF 50	8.96 each - 448.00 bundle
N/A	2 LB U-CHANNEL POST	8 FT	BUNDLE OF 50	17.92 each - 896.00 bundle
N/A	2 LB U-CHANNEL POST	10 FT	BUNDLE OF 50	22.40 each - 1,120.00 bundle

N/A	3 LB U-CHANNEL POST	4 FT	BUNDLE OF 50	13.40 each 670.00 bundle
N/A	3 LB U-CHANNEL POST	8 FT	BUNDLE OF 50	26.80 each 1,340.00 bundle
N/A	3 LB U-CHANNEL POST	10 FT	BUNDLE OF 50	33.50 each 1,675.00 bundle
N/A	SUPR-LOK 90° CROSSPIECE BRACKET (FLAT)	990X	BOX	4.55 each
N/A	SUPR-LOK 90° BRACKET (FLAT)	91UX-OL90	BOX	4.20 each
N/A	SUPR LOK 180° BRACKET (FLAT)	91UX-NU180	BOX	4.20 each
N/A	SUER-LOK 90° CROSSPIECE BRACKET (FLAT)	12 IN.	BOX	8.50 each
N/A	SUPR-LOK 90° BRACKET (FLAT)	12 IN.	BOX	8.50 each
N/A	SUPR-LOK 180° BRACKET (FLAT)	12 IN.	BOX	8.50 each
N/A	SLIP SAFE BRACKET	U-CHANNEL	BOX	118.75 sold in boxes of 4 only
N/A	VANDAL RESISTENT BOLTS & NUTS		EA	.93

FACING & LETTERING

MUTCD ID	DESCRIPTION	SIZE	UNIT	
N/A	HIP/PS GREEN ROLL	8" X 50 YD	PER ROLL	137.50
N/A	HIP/PS GREEN ROLL	12" X 50 YD	PER ROLL	206.25
N/A	YELLOW CAUTION/BARRICADE TAPE	3" X 1000'	PER ROLL	32.60
B SERIES	4" UPPERCASE LETTER, HIP	4"	PACK OF 25	15.50

B SERIES	4" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	15.50
B SERIES	6" UPPERCASE LETTER, HIP	6"	PACK OF 25	19.50
B SERIES	6" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	19.50
B SERIES	8" UPPERCASE LETTER, HIP	8"	PACK OF 25	24.50
B SERIES	8" LOWERCASE LETTER, HIP	VARIES	PACK OF 25	24.50

CONSTRUCTION SIGNS

MUTCD ID	DESCRIPTION	SIZE (IN.)	UNIT	
N/A	TYPE 1 BARRICADE	24 X 36	EA	84.95
N/A	TYPE 2 BARRICADE	24 X 36	EA	94.76
N/A	TYPE 3 BARRICADE	48 X 60	EA	301.83
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 6	EA	NO BID
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 8	EA	NO BID
N/A	PLASTICADE A-FRAME BARRICADES, ONE BOARD	2.5 X 4 X 10	EA	NO BID
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 6	EA	NO BID
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 8	EA	NO BID
N/A	PLASTICADE A-FRAME BARRICADES, TWO BOARD	2.5 X 4 X 10	EA	NO BID
N/A	PLASTICADE A-FRAME BARRICADES, TYPE I	25 X 45	EA	NO BID

N/A	PLASTICADE A-FRAME BARRICADES, TYPE II	25 X 45	EA	NO BID
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 4	EA	NO BID
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 6	EA	NO BID
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 8	EA	NO BID
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 10	EA	NO BID
N/A	BREAK AWAY TYPE III BARRICADE	1 X 8 X 12	EA	NO BID
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 4	EA	NO BID
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 6	EA	NO BID
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 8	EA	NO BID
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 10	EA	NO BID
N/A	TYPE III REPLACEMENT BARRICADE BOARD	1 X 8 X 12	EA	NO BID
N/A	36" ROLL UP SIGN, REFLECTIVE, RIBS	36 X 36	EA	68.39
N/A	36" ROLL UP SIGN, MESH, RIBS	36 X 36	EA	27.38
N/A	ROLL UP/PORTABLE SIGN STANDS	COMPACT	EA	141.41
N/A	ROLL UP/PORTABLE SIGN STANDS	MID-SIZE	EA	213.47
N/A	FLEXIBLE DELINEATOR POSTS	42"	EA	16.10
N/A	DELINEATOR POST BASE	STANDARD	EA	15.50
N/A	REFLECTIVE TRAFFIC CONES	36"	EA	23.13

N/A	STOP/SLOW PADDLES (REFLECTIVE)	4 – 8 FT TELESCOPING	EA	27.74
N/A	WARNING LIGHTS	STANDARD	EA	36.46
N/A	FLAGS	STANDARD	EA	9.30
N/A	DRUM W/ BASE (REFLECTIVE)	36"	EA	86.95

Vulcan Inc., dba Vulcan Signs dba Vulcan Aluminum

David B. Beviacqua

Company Name

Representative Name

PO BOX 1850

Foley

AL

36536

Address

City

State

Zip

800-633-6845

251-943-1544

Business Phone

Business Fax

Cellular Phone

vulcan3@vulcaninc.com

Email address

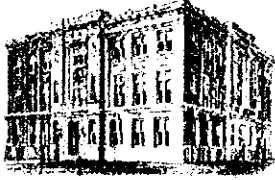
FINAL MANDATORY COMPLIANCE CHECKLIST:

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:

Kim Hopkins-Will, Purchasing Agent
(417) 582-4309
khopkins@christiancountymmo.gov

<u>FINAL COMPLIANCE CHECKLIST</u>	(✓)
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	X
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.	X
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	X
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 9, Section 38)	X
I am including one (1) unbound original and two (2) copies of my bid.	X
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	X
I am indicating on the envelope the good/service that I am bidding on.	X

Christian County Commission



Invitation to Bid

Return bid no later than: 9:00 a.m., December 2, 2021 Central Time

Product or Services Requested: Annual Contract for Uniform and Supply Rental Services

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: December 2, 2021

Bid Opening Time: 9:15 a.m.

Contact: Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

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

Email: countycommission@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.

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) Submitting your bid:

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

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

(2) Late bids:

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

(3) Bid Withdrawal:

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

(4) Product Samples:

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

(5) Itemization of Proposal:

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

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

(10) Incurred costs:

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

(11) For Construction Services:

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

(12) Vendor's Personnel Qualifications:

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

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred 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 employee's 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. Contract will go into effect January 1, 2022.

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.

The contract shall not exceed \$99,999.99 annually.

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 Commission. 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 the Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721. 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 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) 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

(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.
Cintas Corporation	Cintas Corporation #2
Mailing Address	IRS Form 1099 Mailing Address
4600 E Mustardway	6800 Cintas Boulevard
City, State, Zip Code	City, State, Zip Code
Springfield MO 65803	Cincinnati OH 45262

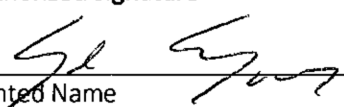
Contact Person	Email Address
Ed Emery	emeryw@cintas.com
Phone number	Fax number
417-209-4190	417-863-9980
Authorized Signature	Date
	11.17.21
Printed Name	Title
Ed Emery	Service Sales Manager

Exhibit A-References

List three (3) business references:

City of Lebanon	Kelly Roberts
Company Name	Representative Name
400 S Madison Ave	Lebanon MO 65536
Address	City State Zip
417-588-6090	417-532-8388 417-991-2321
Business Phone	Business Fax Cellular Phone
kroberts@lebanonmo.org	
Email Address	

City of Ozark	Steve Childers
Company Name	Representative Name
205 N 1st Street	Ozark MO 65721
Address	City State Zip
417-581-2407	417-581-0575 417-581-2407
Business Phone	Business Fax Cellular Phone
schilders@ozarkmissouri.org	
Email Address	

City of Houston	Angie Long
Company Name	Representative Name
601 S Grand Ave	Houston MO 65483
Address	City State Zip
417-967-3348	417-967-4252 417-967-3348
Business Phone	Business Fax Cellular Phone
courtclerk@houstonmo.org	
Email Address	

BID SPECIFICATIONS

The Christian County Commission is accepting bids for the following items: Uniform and Supply Rental Services.

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.

PLEASE READ ALL THE SPECIFICATIONS AND REGULATIONS REQUIRED IN THIS BID PACKET AND ON THE BID FORMS BEFORE SUBMITTING A BID. BY SUBMITTING A BID, YOU ARE ACKNOWLEDGING THAT YOU FULLY UNDERSTAND AND 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.

Pick-Up/Delivery Locations:

Christian County Courthouse
100 W Church St
Ozark, MO 65721

Christian County Recycle
1300 W Hall St
Ozark, MO 65721

Common I Road Department
8700 State Highway 14E
Sparta, MO 65753

Common II Road Department
1271 Westside Blvd
Nixa, MO 65714

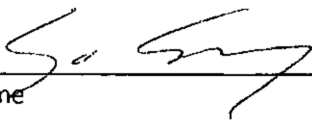
BID FORM

Uniforms			
<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Unit Cost</i>
1	Short Sleeve Work shirt	Ea.	\$0.15
2	High Visibility SS Work shirt	Ea.	\$0.58
3	High Visibility SS T-Shirt	Ea.	\$0.48
4	Long Sleeve Work shirt	Ea.	\$0.15
5	High Visibility LS Work shirt	Ea.	\$0.58
6	High Visibility LS T-Shirt	Ea.	\$0.48
7	Polo Shirts	Ea.	\$0.23
8	Denim Jeans	Ea.	\$0.30
9	Denim Overalls	Ea.	\$0.55
10	haki Style Work Pants	Ea.	\$0.18
11	Belt	Ea.	\$13.00
12	Suspenders	Ea.	\$10.00
13	Jacket 65/35 HIP	Ea.	\$0.35
14	Special (Premium) Size Charge	Ea.	\$0.00
15	Restocking Fee per price	Ea.	\$0.00
16	Exchange Fee	Ea.	\$0.00
17	Garment Preparation	Ea.	\$0.00
18	Emblem	Ea.	\$0.00
19	Direct Embroidery	Ea.	\$3.00
20	Garment Maintenance	Ea.	\$0.06
Floor Mats (Charcoal/Black)			
<i>Item No.</i>	<i>Size of Mat</i>	<i>Unit</i>	<i>Unit Cost</i>
21	3x4	Ea.	\$1.75
22	3x5	Ea.	\$1.75
23	3x10	Ea.	\$2.75
24	4x6	Ea.	\$2.25

Miscellaneous			
<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Unit Cost</i>
25	Wipers 18x18	Ea.	\$0.06
26	Mop Handle 1 1/8x60	Ea.	\$0.00
27	Mop Unframed 24"	Ea.	\$0.40
28	Mop Unframed 36"	Ea.	\$0.50
29	Wet Mop	Ea.	\$0.85
30	Auto Wiper Replacement	Ea.	3% at .47
31	Hand Soap	Ea.	\$1.88
32	Sanitizer	Ea.	\$2.25
33	Air Fresheners	Ea.	\$2.25
34	Disposable Towels	Ea.	\$6.00
35	Towel Dispenser	Ea.	\$0.00
36	Roll Towels	Ea.	\$6.00
37	First Aid Cabinet	Ea.	\$272.33
38	Eye Wash Station	Ea.	\$271.96

Pay Item Notes

- Items 1-38: All unit costs per item shall include the cost to furnish, deliver, pick-up, launder and any and all incidental items typical to the full, weekly servicing of uniform and supply rentals.
- Items 1-20: Christian County currently has +/- 40 employees utilize these uniform services. Each employee is assigned between 9 and 13 shirts, jeans, etc.
Please list sizes for "special size charge."
- Item 7: Unit cost shall include pique, micropique and cotton. Short Sleeve.
- Items 8-10: Brands accepted: Carhartt, Dickies, Levi, Wrangler and non-brand denim. Relaxed fit, straight leg, painter/carpenter styles included in unit cost.
- Item 14: Please specify "special/premium" size if it is different for each type of uniform.
- Items 21-24: Christian County has between 5-10 mats of each size.
- Items 25-38: Items are requested on an as-needed basis. Exact quantities are unknown.
- Item 37: First Aid Cabinet includes: furnish & install vendor cabinet on wall, stocked with all standard first aid supplies. It is understood that restocking or adding additional (requested by County Staff) items may be billed separately.
- Item 38: Eye Wash Station includes: furnish & install station meeting all current standards. It is understood that maintenance may be billed separately.

Cintas Corporation		Ed Emery	
Company Name		Representative Name	
4600 E Mustardway	Springfield	MO	65803
Address	City	State	Zip
417-831-4040	417-863-9980	417-209-4190	
Business Phone	Business Fax	Cellular Phone	
emeryw@cintas.com			
Email address			

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:

Kim Hopkins-Will, Purchasing Agent
(417) 582-4309
khopkins@christiancountymo.gov

<u>FINAL COMPLIANCE CHECKLIST</u>	(✓)
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 9, Section 38)	✓
I am including one (1) unbound original and two (2) copies 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.	✓

Budget Amendment Request Form

County of CHRISTIAN ♦♦♦ State of MISSOURI

2021-4

Date: 12/2/2021

PERSON REQUESTING

TITLE/POSITION

DEPARTMENT

Todd Wiesehan

Director of Resource Management

Recycle

Item (s) Requested : Transfer of Funds

Reason for Request: RSMo 50.630 County commissions shall have power to authorize the transfer of any unencumbered appropriation balance.

"...only on the recommendation of the budget officer and only during the last two months of the fiscal year..."

Amount Requested :

7,900.00

Source of Funds:

(Other Rev., Grants, etc..)

Planning & Development Payroll Excess

Line Item Coverage :

(Account No(s).)

101-200-51120 (-7,900) 101-230-54750 (+7,900)

I certify that the items(s) listed above is(are) appropriate and necessary for the operation of this department and that there is sufficient funds to cover the estimated cost.

Signature: Todd Wiesehan

Date: 12-2-2021

CERTIFICATION OF AUDITOR

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Duda
Auditor Certification

12/2/2021
Date

APPROVAL OF THE CHRISTIAN COUNTY COMMISSION

12/2/2021
Date

Absent
Presiding Commissioner

Zachary W. Smith
Commissioner Eastern District

John R. Byers
Commissioner Western District

Name		Account ID	2020 Actual	2021 Budgeted	2021 Projected	2021 Proposed Adjusted	
Planning & Development							\$0.00
	Salary Other - P & D	101-200-51120	\$159,922.17	\$212,495.00	\$154,195.00	\$204,595.00	-\$7,900.00
	Health Insurance	101-200-51210	\$23,173.44	\$22,025.00	\$24,713.00	\$22,025.00	\$0.00
	FICA	101-200-51220	\$13,810.14	\$15,403.00	\$13,653.00	\$15,403.00	\$0.00
	Lagers	101-200-51230	\$25,016.38	\$19,100.00	\$19,960.00	\$19,100.00	\$0.00
	Unemployment Insurance	101-200-51250	\$461.73	\$400.00	\$480.00	\$400.00	\$0.00
	Workers' Compensation	101-200-51260	\$806.57	\$2,191.00	\$3,430.37	\$2,191.00	\$0.00
	Grant Expense	101-200-52321		\$1,348.00	\$0.00	\$1,348.00	\$0.00
	GIS	101-200-52342	\$8,427.00	\$11,000.00	\$5,000.00	\$11,000.00	\$0.00
	Stormwater	101-200-52343	\$4,200.00	\$10,000.00	\$3,200.00	\$10,000.00	\$0.00
	Repairs & Maintenance Equipment	101-200-52430	\$329.26	\$500.00	\$79.31	\$500.00	\$0.00
	Vehicle Maintenance & Repair	101-200-52435	\$125.32	\$500.00	\$775.00	\$500.00	\$0.00
	Dues	101-200-52500	\$1,357.00	\$1,400.00	\$1,421.00	\$1,400.00	\$0.00
	BOA Board Meetings	101-200-52510	\$1,025.00	\$2,000.00	\$1,400.00	\$2,000.00	\$0.00
	Refunds	101-200-52515	\$3,750.00	\$0.00	\$6,320.00	\$0.00	\$0.00
	Phone	101-200-52530	\$1,687.95	\$2,400.00	\$1,061.00	\$2,400.00	\$0.00
	Mileage	101-200-52580		\$500.00	\$0.00	\$500.00	\$0.00
	Training	101-200-52590		\$3,000.00	\$1,790.00	\$3,000.00	\$0.00
	Office Expense	101-200-53600	\$8,683.64	\$8,200.00	\$8,590.00	\$8,200.00	\$0.00
	Postage	101-200-53605	\$1,336.24	\$3,000.00	\$3,015.00	\$3,000.00	\$0.00
	Small Equipment	101-200-53618	\$1,947.97	\$2,000.00	\$342.67	\$2,000.00	\$0.00
	Late Fees	101-200-53619	\$84.72	\$0.00	\$78.00	\$0.00	\$0.00
	Fuel Expense	101-200-53626	\$771.60	\$1,000.00	\$1,110.00	\$1,000.00	\$0.00
	Equipment	101-200-54750	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$0.00
	Vehicle Purchases	101-200-54752					\$0.00
Total Planning & Development:			\$256,916.13	\$321,962.00	\$250,613.35	\$314,062.00	-\$7,900.00

Name		Account ID	2020 Actual	2021 Budgeted	2021 Projected	2021 Proposed Adjusted	
Recycle							
	Salary Other - RECYCLE	101-230-51120	\$62,488.50	\$61,378.00	\$63,550.00	\$61,378.00	\$0.00
	Health Insurance	101-230-51210	\$9,696.00	\$10,488.00	\$10,488.00	\$10,488.00	\$0.00
	FICA	101-230-51220	\$4,384.60	\$4,696.00	\$4,604.00	\$4,696.00	\$0.00
	Lagers	101-230-51230	\$8,310.84	\$8,475.00	\$8,817.00	\$8,475.00	\$0.00
	Unemployment Insurance	101-230-51250	\$182.14	\$195.00	\$171.00	\$195.00	\$0.00
	Workers' Compensation	101-230-51260	\$3,703.42	\$5,585.00	\$3,893.93	\$5,585.00	\$0.00
	Uniforms	101-230-51270	\$1,365.92	\$1,400.00	\$1,053.00	\$1,400.00	\$0.00
	Utilities	101-230-52410	\$4,315.02	\$4,800.00	\$3,955.00	\$4,800.00	\$0.00
	Repairs & Maintenance Equipment	101-230-52430	\$816.73	\$1,500.00	\$695.00	\$1,500.00	\$0.00
	Vehicle Maintenance & Repair	101-230-52435	\$199.15	\$1,000.00	\$0.00	\$1,000.00	\$0.00
	Phone	101-230-52530	\$334.05	\$750.00	\$253.00	\$750.00	\$0.00
	Office Expense	101-230-53600	\$54.50	\$500.00	\$290.00	\$500.00	\$0.00
	Small Equipment	101-230-53618	\$20.00		\$0.00		\$0.00
	Fuel Expense	101-230-53626	\$989.91	\$1,600.00	\$2,860.00	\$3,000.00	\$1,400.00
	Equipment	101-230-54750	\$27,042.00	\$1,500.00	\$7,972.67	\$8,000.00	\$6,500.00
Total Recycle:			\$123,902.78	\$103,867.00	\$108,602.60	\$111,767.00	\$7,900.00

Recycling Center
101-230

Budget Amendment Request Form

County of CHRISTIAN ♦♦♦ State of MISSOURI

2021-5

Date: 12/2/2021

PERSON REQUESTING

TITLE/POSITION

DEPARTMENT

Laura Johnson

Presiding Circuit Judge

Division I

Item (s) Requested : Transfer of Funds

Reason for Request: RSMo 50.630 County commissions shall have power to authorize the transfer of any unencumbered appropriation balance.

"...only on the recommendation of the budget officer and only during the last two months of the fiscal year..."

Amount Requested :

14,500.00

Source of Funds:

(Other Rev., Grants, etc..)

Consolidated Courts Budget Excess

Line Item Coverage :

(Account No(s).)

See Attached

I certify that the items(s) listed above is(are) appropriate and necessary for the operation of this department and that there is sufficient funds to cover the estimated cost.

Signature: Laura Johnson

Date: 12/2/2021

CERTIFICATION OF AUDITOR

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Dent
Auditor Certification

12/2/21
Date

APPROVAL OF THE CHRISTIAN COUNTY COMMISSION

Date

Absent

Presiding Commissioner

John M. ... 12/2/21

Commissioner Eastern District

Shirley Bilgus 12-2-21
Commissioner Western District

2022 Budget

Name	Account ID	2020 Actual	2021 Budgeted	2021 Projected	2021 Proposed Adjusted	2022 Proposed Adjusted
38th Circuit Court Division I:						\$0.00
Legal Fees	101-121-52300		\$0.00	\$0.00	\$0.00	\$0.00
Legal Fees-Treatment Court	101-121-52301		\$7,200.00	\$7,200.00	\$7,200.00	\$0.00
Guardian Ad Litem Fees	101-121-52302	\$34,008.00	\$34,008.00	\$34,008.00	\$34,008.00	\$0.00
Legal Fees- Status/Delinquency	101-121-52303	\$10,999.92	\$11,200.00	\$11,000.00	\$11,200.00	\$0.00
Legal Fees-Other Juvenile	101-121-52304	\$63,851.86	\$70,000.00	\$91,870.00	\$92,000.00	\$22,000.00
Consultant	101-121-52310	\$24,503.97	\$29,000.00	\$24,470.00	\$25,000.00	\$4,000.00
Court Reporter Replacement	101-121-52341		\$200.00	\$0.00	\$200.00	\$0.00
Repairs & Maintenance Equipment	101-121-52430				\$0.00	\$0.00
Dues	101-121-52500	\$620.00	\$755.00	\$700.00	\$705.00	-\$50.00
Phone	101-121-52530	\$613.48	\$600.00	\$590.00	\$600.00	\$0.00
Mileage	101-121-52580		\$1,000.00	\$0.00	\$1,000.00	\$0.00
Training	101-121-52590	\$574.58	\$2,000.00	\$211.00	\$500.00	-\$1,500.00
Office Expense	101-121-53600	\$1,174.65	\$2,000.00	\$600.00	\$1,000.00	-\$1,000.00
Postage	101-121-53605	\$286.55	\$250.00	\$95.00	\$100.00	-\$150.00
Small Equipment	101-121-53618	\$99.99	\$2,000.00	\$1,183.10	\$1,200.00	-\$800.00
Late Fees	101-121-53619		\$0.00	\$0.00	\$0.00	\$0.00
Equipment	101-121-54750		\$0.00	\$0.00	\$0.00	\$0.00
Total 38th Circuit Court Division I:		\$136,733.00	\$160,213.00	\$171,927.10	\$174,713.00	\$14,500.00

Division I
101-121

2022 Budget

Name	Account ID	2020 Actual	2021 Budgeted	2021 Projected	2021 Proposed Adjusted	2022 Proposed Adjusted
Consolidated Courts:						\$0:00
Contract Labor	101-110-51130	\$497.00	\$25,000.00	\$6,975.00	\$20,500.00	-\$4,500.00
Guardian Ad Litem Fees	101-110-52302	\$25,257.91	\$29,000.00	\$18,175.00	\$24,000.00	-\$5,000.00
Court Reporter	101-110-52340	\$300.00	\$3,500.00	\$450.00	\$3,500.00	\$0.00
Repairs & Maintenance Equipment	101-110-52430	\$6,291.61	\$3,000.00	\$6,336.48	\$3,000.00	\$0:00
Dues	101-110-52500	\$821.00	\$900.00	\$1,328.82	\$900.00	\$0.00
Jury Expense	101-110-52515	\$23,012.22	\$50,000.00	\$39,865.00	\$50,000.00	\$0:00
Furnishings & Fixtures	101-110-52516	\$14,790.20		\$0.00	\$0.00	\$0.00
Pretrial Services	101-110-52517	\$81,931.05	\$96,000.00	\$55,052.00	\$91,000.00	-\$5,000.00
Phone	101-110-52530	\$4,647.10	\$4,500.00	\$4,452.00	\$4,500.00	\$0.00
Mileage	101-110-52580	\$791.35	\$1,200.00	\$605.00	\$1,200.00	\$0:00
Training	101-110-52590	\$2,474.71	\$6,000.00	\$4,520.00	\$6,000.00	\$0.00
Office Expense	101-110-53600	\$21,019.09	\$26,000.00	\$37,466.00	\$26,000.00	\$0:00
Postage	101-110-53605	\$10,172.90	\$14,001.00	\$12,440.00	\$14,001.00	\$0.00
Small Equipment	101-110-53618	\$660.90	\$7,000.00	\$10,155.00	\$7,000.00	\$0.00
Late Fees	101-110-53619			\$0.00	\$0.00	\$0.00
Court Costs	101-110-57507	\$5,702.66	\$9,500.00	\$6,150.00	\$9,500.00	\$0:00
Equipment	101-110-54750	\$13,747.83	\$3,000.00	\$0.00	\$3,000.00	\$0.00
Total Consolidated Courts:		\$212,117.53	\$278,601.00	\$203,970.30	\$264,101.00	-\$14,500.00

Consolidated Courts
101-110