



2025-2 Addendum 2

COUNTYWIDE ROAD RESURFACING & AGGREGATES

Issue Date: 2/6/2025

Questions Deadline: 2/18/2025 09:00 AM (CT)

Response Deadline: 2/25/2025 09:00 AM (CT)

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Question Deadline: 2/18/2025 09:00 AM (CT)
Response Deadline: 2/25/2025 09:00 AM (CT)
Notes:

ADDENDUM TWO

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states "MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)" Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14' wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200'

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

ADDENDUM ONE

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:

Blackberry Ln – Sparta

Cardinal, Flora, Emma – Chadwick (within the main town area)

Old Riverdale – Nixa

Honeysuckle – Clever

I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:

Single Coat Chip & Seal: +/- 108,000 SY

Double Coat Chip & Seal: +/- 47,500 SY

Asphalt: +/- 12,400 Tons

Widening: +/- 900 SY

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025-Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal.

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.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m. Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods.**

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall

be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.

3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Bid Attachments

DECLARATION PAGE Rev. 1.pdf

[View Online](#)

DECLARATION PAGE. THIS MUST BE FILLED OUT AND UPLOADED IN ORDER FOR YOUR BID TO BE REVIEWED.

ITB #2025-2 BID SPECIFICATIONS.pdf

[View Online](#)

BID SPECIFICATIONS

ITB #2025-2 PROJECT LIST CC.pdf

[View Online](#)

PROJECT LIST 2025 FOR CHRISTIAN COUNTY

Annual Wage Order No. 31.pdf

[View Online](#)

DEPARTMENT OF LABOR ANNUAL WAGE ORDER NO. 31

CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS
REV. 0924.pdf

[View Online](#)

CC TERMS AND CONDITIONS

CC Insurance Requirements rev 0125.pdf

[View Online](#)

INSURANCE REQUIREMENTS

E-Verify Affidavit of Compliance for Christian County form.pdf

[View Online](#)

E-VERIFY AFFIDAVIT OF COMPLIANCE

Anti-Discrimination Against Israel Act Form.pdf

[View Online](#)

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

Requested Attachments

HAUL RATE SHEET

(Attachment required)

Attach the Haul Rate Sheet(s) here.

Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.

Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.

DECLARATION PAGE MUST BE UPLOADED HERE

(Attachment required)

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

(Attachment required)

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM
NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT
NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.

Bid Attributes

1	Christian County Terms and Conditions Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below. (Required: Maximum 1000 characters allowed)
2	No Deviations or Exceptions I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications. SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB. ☐ [Please select] ☐ Agree - No Deviations ☐ Do Not Agree - Please see below (Required: Check only one)

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

(Required: Maximum 4000 characters allowed)

4 Exceptions and Deviations to Specifications and Items

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

(Required: Maximum 4000 characters allowed)

5 Debarment or Suspension Certification

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

☐ [Please select] ☐ Agree ☐ Do not agree

(Required: Check only one)

6 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 For Construction Services

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

11 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.

1
2 **Prevailing Wage Requirements**

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website:

[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

1
3 **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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

1
4 **Insurance Requirements**

Insurance Requirements are attached under the ATTACHMENTS Tab.

1
5 **Transient Employer Law - Required after award is made, if applicable**

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

17 E-Verify Affidavit

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

18 Invoices

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

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

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

19 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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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

21 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.

22 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.

23 Determination for Award

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

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

2
4

Attachments Required

Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5

Section 2

BID REQUIREMENTS

The following items require an answer

2
6

Conflict of Interest Questionnaire

Does this vendor have Conflict of Interest with Christian County?

☐ Yes ☐ No

(Required: Check only one)

2
7

Conflict of Interest pt. 2

If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

(Required: Maximum 4000 characters allowed)

2
8

Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

2
9

Anti-Collusion Statement

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☐ I agree.

(Required: Check if applicable)

3
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FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS

Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

(Required: Maximum 4000 characters allowed)

3
1

COLD MIX PLANT LOCATION

Provide the Cold Mix Plant Location below.

If this does not apply to your bid then write N/A.

(Required: Maximum 4000 characters allowed)

3
2

HAUL RATE SHEETS *SEE INFO IN NOTE AREA

Attach the Haul Rate Sheet(s) here.

Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.

Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.

(Required: Maximum 4000 characters allowed)

3
3

RENEWALS

OPTIONAL RENEWALS:

This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification

subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

Note: The renewal dates below are anticipated dates.

(Required: Maximum 1000 characters allowed)

3
4

RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED

First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.

%

(Required)

3
5

RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED

First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%.

%

(Required)

3
6

THREE REFERENCES REQUIRED

Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.

3
7

REFERENCE #1

List three (3) business references:

Company Name

Contact Name:

Address City State Zip

Business Phone Business

Email

(Required: Maximum 4000 characters allowed)

3
8

REFERENCE #2

List three (3) business references:

Company Name

Contact Name:

Address City State Zip

Business Phone Business

Email

(Required: Maximum 4000 characters allowed)

3
9**REFERENCE #3****List three (3) business references:**

Company Name

Contact Name:

Address City State Zip

Business Phone Business

Email

*(Required: Maximum 4000 characters allowed)*4
0**Cooperative Procurement**

The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.

Note: Indicating no will not affect the evaluation of your bid.

☐ Yes ☐ No

(Required: Check only one)

Bid Lines

1

HOT MIX ASPHALT

Attach Haul Rate Sheet Under Response Attachment Tab #1

-

2

FURNISH & INSTALL (LAID)

BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes:

Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.

☐ No bid

☐ Additional notes
(Attach separate sheet)

Supplier Notes:

3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Notes: _____

4 FURNISH & INSTALL (LAID)
SUPERPAVE

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Notes: _____

5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Notes: _____

6 F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Notes: _____

7 MILLING OF HEADERS

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Notes: _____

8 MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)*(Response required)*Quantity: 1 UOM: SY Price: \$ Total: \$

Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.

☐ No bid
☐ Additional notes
(Attach separate sheet)

Milling Specifications

For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.

Supplier Notes: **9 EDGE WIDENING (6" DEPTH, 12" WIDTH)***(Response required)*Quantity: 1 UOM: SY Price: \$ Total: \$

Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.

☐ No bid
☐ Additional notes
(Attach separate sheet)

THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.

Supplier Notes: **10 PAVEMENT CORES***(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes:

Supplier Notes: ☐ No bid
☐ Additional notes
(Attach separate sheet)**11 STRIPING 6" DOUBLE YELLOW CENTERLINE.***(Response required)*Quantity: 1 UOM: LF Price: \$ Total: \$ Item Notes: STRIPING SHALL BE **ONLY** ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.☐ No bid
☐ Additional notes
(Attach separate sheet)Supplier Notes:

1
2

STRIPING 6" WHITE EDGE LINE.

(Response required)

Quantity: 1 UOM: LF Price: \$ Total: \$ Item Notes: STRIPING SHALL BE **ONLY** ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.
☐ No bid
☐ Additional notes
 (Attach separate sheet)
Supplier Notes: 1
3

STRIPING, MISC. ITEMS

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$ Item Notes: STRIPING SHALL BE **ONLY** ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.
☐ No bid
☐ Additional notes
 (Attach separate sheet)

THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.

Supplier Notes: 1
4**COLD MIX ASPHALT**Note: Enter Cold Mix Plant Location under Attributes Tab #31

-

1
5

F.O.B. COLD MIX

MIX NAME:

(Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.

☐ No bid
☐ Additional notes
 (Attach separate sheet)
Supplier Notes:

1
6

CHIP & SEAL
REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES

NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS

COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.

COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO

1
7

SINGLE COAT, MC3000 - COMMON I PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1
8

SINGLE COAT, MC3000 - COMMON II PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1
9

SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2
0

SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2
1 DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2
2 DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2
3 DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2
4 DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2
5 ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING.

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Item Notes: INCLUDES PRIME

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2
6 ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING.

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Item Notes: INCLUDES PRIME

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

27

CRACK SEALING

-

28

ASPHALT RUBBER CRACK SEAL (IN PLACE).*(Response required)*Quantity: 1 UOM: GAL Price: \$ Total: \$

Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

29

ASPHALT RUBBER CRACK SEAL (IN PLACE)*(Response required)*Quantity: 1 UOM: POUND Price: \$ Total: \$

Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

30

ROCK/AGGREGATE SUPPLY

Item Notes: Please review Bid Specifications & Item Notes

31

BASE 1/4"*(Response required)*Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

32

BASE 1/2"*(Response required)*Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
3

BASE 1" CLEAN

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
4

BASE 1" COMMERCIAL/DIRTY

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
5

BASE 1 - 1/2" CLEAN

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
6

BASE 1 - 1/2" COMMERCIAL/DIRTY

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
7

BASE 2" CLEAN

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
8

BASE 2" COMMERCIAL/DIRTY

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
9

BASE 0-6" CLEAN

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

4
0

BASE 0-6" DIRTY

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

4
1BASE
TYPE 1 (STATE)

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

4
2BASE
TYPE 5 (STATE)

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

4
3

BELT/WASTE CRUSHER SCREENINGS

(Response required)

Quantity: 1 UOM: LOAD Price: \$ Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

4
4

ROCK 3/8"

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

4
5

ROCK 1/2"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

4
6

ROCK 5/8"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

4
7

ROCK 3/4"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

4
8

ROCK 1"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

4
9

ROCK 1 - 1/2"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

50	ROCK 2" <i>(Response required)</i> Quantity: <u> 1 </u> UOM: <u> TON </u> Price: \$ Total: \$ Supplier Notes: _____ _____	☐ No bid ☐ Alternate specification <i>(Attach separate sheet)</i> ☐ Additional notes <i>(Attach separate sheet)</i>
51	ROCK 2-4" <i>(Response required)</i> Quantity: <u> 1 </u> UOM: <u> TON </u> Price: \$ Total: \$ Supplier Notes: _____ _____	☐ No bid ☐ Alternate specification <i>(Attach separate sheet)</i> ☐ Additional notes <i>(Attach separate sheet)</i>
52	ROCK 2-6" <i>(Response required)</i> Quantity: <u> 1 </u> UOM: <u> TON </u> Price: \$ Total: \$ Supplier Notes: _____ _____	☐ No bid ☐ Alternate specification <i>(Attach separate sheet)</i> ☐ Additional notes <i>(Attach separate sheet)</i>
53	ROCK 3-6" <i>(Response required)</i> Quantity: <u> 1 </u> UOM: <u> TON </u> Price: \$ Total: \$ Supplier Notes: _____ _____	☐ No bid ☐ Alternate specification <i>(Attach separate sheet)</i> ☐ Additional notes <i>(Attach separate sheet)</i>
54	ROCK 4" MINUS <i>(Response required)</i> Quantity: <u> 1 </u> UOM: <u> TON </u> Price: \$ Total: \$ Supplier Notes: _____ _____	☐ No bid ☐ Alternate specification <i>(Attach separate sheet)</i> ☐ Additional notes <i>(Attach separate sheet)</i>

5
5

ROCK 4-6"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

5
6

ROCK 4-10"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

5
7

ROCK 6-10"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

5
8

ROCK 8-10"

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

5
9

SHOT ROCK

(Response required)

Quantity: 1 UOM: TON

Price: \$

Total: \$

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

6
0

RIP RAP

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

6
1

ICE CONTROL

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
- ☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address	IRS Form 1099 Mailing Address
City, State, Zip Code	City, State, Zip Code

Contact Person	Email Address:
Phone Number	Fax Number:
Authorized Signature	Date

ITB #2025-2

BID SPECIFICATIONS

The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

Companies that contract with Christian County are required to provide goods and services on this bid. They must have proof of insurance and a notarized statement that the company is complying with Federal Department of Transportation Regulation 49 CFR Part 40 (random drug and alcohol testing of personnel in safety sensitive positions). Material and Performance Bonds may be required at the time of individual project award. Contractor will supply all material, equipment, trucking and labor and perform all aspects of the application process, unless otherwise noted, including traffic control.

Project Quotes

Christian County shall request quotes from awarded vendors throughout the year. It is the Contractor's responsibility to provide the quotes to the County within 14 days of the request. The prices reflected in the quotes may be equal to or lower than those listed in the contract. Increased prices will not be accepted without a Contract Amendment.

Warranty

All awarded companies are to be held responsible for the application and performance of their products. Upon completion, inspection and approval of each project, the Contractor will provide a material & workmanship warranty for a period of one (1) year from the final approval date to Christian County. The warranty shall require the Contractor to correct defects in the pavement caused by the elements within their control, including but not limited to substandard material, substandard application, poor workmanship, etc. All defects shall be repaired to the County's Specifications at no cost to Christian County.

Traffic Control

Awarded companies must supply all temporary traffic control including flaggers, signage, and any other necessary items needed to ensure a safe work area for employees and the public. Any cost for related items should be included in your bid prices. Traffic control shall be in accordance with the most current edition of the Manual on Uniform Traffic Control Devices and approved by the Highway Administrator.

** All prices must include any expenses for traffic control and extra personnel, equipment, material, etc. to fulfill these contracts! **

Wage rates

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

Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.

Milling Specifications

For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.

Striping Specifications

For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 620 for requirements and basis of payment.

Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.

Chip & Seal Specification: Chip and seal bid shall be based on Missouri Standard Specifications for Highway Construction, latest edition, Section 409, and also category 409 from MoDOT's Engineering Policy Guide.

- Oil distributor must be equipped with a computerized application capable of accurately metering the rate. Must be able to cover up to 24 feet in one single pass, as required by County.
- Chip spreader must be equipped with a computerized application capable of accurately metering the rate. Must be able to cover up to 24 feet in one single pass, as required by County.
- A minimum of two pneumatic rollers (8-10 tons each) shall compact the aggregate after each coat.
- The cost for the Double Coat shall include costs associated with Tack Coat.
- A self-propelled broom is required for the sweeping of the roads.
- Contractor may be required to report to project location(s) after two-weeks but before thirty (30) days to sweep and remove any excess rock in situations determined by the County at no additional cost.

Crack Sealing Specifications: For crack sealing applications, please refer to MoDOT Standard Specifications for Highway Construction, Sections 413.50 & 413.70 for requirements and basis of payment.

Aggregate Specifications: Please attach a haul rate sheet with your bid. If a second quarry location is available, please copy this sheet and submit it for the secondary location.

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.

2025 PROJECT LIST

(SUBJECT TO CHANGE DUE TO FUNDING, WEATHER OR OTHER UNFORSEEN CIRCUMSTANCES)

HOT MIX PROJECTS		
<i>LOCATION</i>	<i>FROM</i>	<i>TO</i>
BLACKBERRY LN	SPECIAL ROAD DISTRICT BOUNDARY	SPECIAL ROAD DISTRICT BOUNDARY
W ORIOLE LN	STATE HWY 125	END
E ORIOLE LN	STATE HWY 125	S ROSE AVE
CARDINAL LN	STATE HWY 125	END
N ROSE AVE	CHADWICK RD	END
S ROSE AVE	STATE HWY 125	CHADWICK RD
FLORA	STATE HWY 125	S ROSE AVE
S EMMA AVE	S ROSE AVE	END
REED RD	BRIDGE OVER FINLEY CREEK	MARK TRAIL
HARRIS BLVD	STATE HWY 160	ASPEN RD
ROSEMARY LN	HARRIS BLVD	END
FRAZIER RD	HIDDEN VALLEY RD	FICUS RD
DEWBERRY RD	NICHOLAS RD	MAYNARD RD
WILL AVEN CT	NICHOLAS RD	END
OLD RIVERDALE RD	OLD BITTERSWEET ST	WATER CROSSING
HONEYSUCKLE RD	PAVEMENT SEAM	7155 FT
HOLDER RD	STATE HWY 14	STATE HWY ZZ
BRYAN DR	E TRACKER RD	W CHRISTOPHER ST
KELLY AVE	E TRACKER RD	END
CHRISTOPHER ST	N BRYAN DR	N KELLY AVE
ROBIN ST	E TRACKER RD	W CHRISTOPHER ST

SINGLE CHIP & SEAL PROJECTS		
<i>LOCATION</i>	<i>FROM</i>	<i>TO</i>
BLUEJAY DR	MERRIT RD	END
REESE RD	STATE HWY UU	END
QUAIL RD	STATE HWY UU	END
WHIPPOORWILL RD	QUAIL RD	END
PERSIMMON HOLLOW RD	STATE HWY UU	COUNTY LINE
CHORN RD	PERSIMMON HOLLOW RD	END
SHADY RIDGE RD	STATE HWY KK	END
MERRITT RD	STATE HWY UU	COUNTY LINE
HODGES LN	STATE HWY UU	END
HOPE LN	MUELER RD	END

PRE-COAT SINGLE CHIP & SEAL PROJECTS		
<i>LOCATION</i>	<i>FROM</i>	<i>TO</i>
PALM RD	STATE HWY V	GOFF CREEK RD
MADDEN RD	STATE HWY V	END
JADE RD	GOFF CREEK RD	END
PIN OAK LN	MOP RD	POPPY LN
MAPLEWOOD DR	PIN OAK LN	PIN OAK LN
EVERGREEN CIRCLE	MOP RD	MOP RD

DOUBLE CHIP & SEAL PROJECTS		
<i>LOCATION</i>	<i>FROM</i>	<i>TO</i>
MONARCH RD	CHADWICK RD	END
TEMPLE HILL DR	STATE HWY KK	END
KERR RD	STATE HWY ZZ	HOLDER RD
OLD LIMEY RD	WILSON SLAB	OLD MILL RD
FERN RD	SAWMILL RD	EXISTING PAVEMENT

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 022
CHRISTIAN COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$24.45*
Boilermaker	\$24.45*
Bricklayer-Stone Mason	\$24.45*
Carpenter	\$49.60
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$39.48
Plasterer	
Communication Technician	\$24.45*
Electrician (Inside Wireman)	\$47.72
Electrician Outside Lineman	\$24.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$24.45*
Glazier	\$44.09
Ironworker	\$65.89
Laborer	\$39.20
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$24.45*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$37.47
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.08
Plumber	\$52.00
Pipe Fitter	
Roofer	\$24.45*
Sheet Metal Worker	\$48.94
Sprinkler Fitter	\$24.45*
Truck Driver	\$24.45*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$24.45*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$24.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.47
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.80
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$24.45*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

STANDARD TERMS AND CONDITIONS

A. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

It is the responsibility of the bidder to have the proposal submitted on or before the deadline stated in this packet on the proper forms. The bidder is responsible for examining and reviewing projects and specifications. All bidders are responsible for verifying the quality, availability, and schedule of any products they may need for this proposal.

The bidder is responsible for providing all the required documents requested in this RFP.

Terms and Conditions:

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

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

The contract expresses the parties' complete agreement, 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.

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

STANDARD TERMS AND CONDITIONS

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?

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.

Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Purchasing Agent. 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 the Purchasing Agent 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 reasons simply for unprofitability to the vendor.

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.

Non-Exclusivity:

The Contract is non-exclusive and shall not 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.

Billing and Payments:

Invoices will be submitted to the **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721**. It is estimated that 25 various offices and departments require separate billing (if applicable to bid products offered). The vendor shall provide the department with invoices and statements of accounts monthly, noting any amounts and past-due invoices.

STANDARD TERMS AND CONDITIONS

Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever, including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

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

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

Return of Goods:

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

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 a 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 Purchasing Agent and/or Christian County Commissioners. The decision to adjust the cost by Christian County shall be final and without recourse.

STANDARD TERMS AND CONDITIONS

Schedule:

The vendor shall ensure that services are performed 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 the determination of such. The vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

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.

Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identifying 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 have 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 that 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

STANDARD TERMS AND CONDITIONS

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.

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.

MISSOURI BUSINESS LICENSE:

All businesses doing business in the State of Missouri should be registered with the Missouri Secretary of State. Upon Missouri registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult [Missouri Business Filings \(mo.gov\)](https://www.mo.gov/business-filings)

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

STANDARD TERMS AND CONDITIONS

section 537.610, RSMo. For the life of the contract, the vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least **\$3,500,000.00** and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as **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.

BONDS:

Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).

PERFORMANCE BOND, AND A LABOR AND MATERIALS BOND:

For all Job Orders with a Job Order Price of \$50,000 or more the Contactor shall provide a Performance Bond and a Labor and Materials payment Bond each in an amount equal to the Job Order Price. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by the County with no variations, additions, or deletions. The cost for such bonds shall be reimbursed to the Contractor as a reimbursable task. Provided, however, the County will not reimburse the Contractor more than 2% of the Job Order Price for the cost of bonds. The Contractor shall submit documentation acceptable to the Authority, establishing the cost of bonds. To compensate the Contractor for the JOC System License Fee, the cost of all reimbursable tasks will have an adjustment of 1.0667 applied.

PERFORMANCE BOND, AND A LABOR AND MATERIALS PAYMENT BOND: (If the project exceeds \$50,000.00) The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the County and on the forms approved by the County. Each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. The date of the bonds shall be the same as the date of the County's execution of the contract. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover the full and faithful performance of the contract in the event of Change Orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or changes in the Contract Price. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the County shall deem the surety or sureties upon such bond(s) to be unsatisfactory,

STANDARD TERMS AND CONDITIONS

or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the County. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$50,000.00 must be listed in United States Treasury Circular 570.

Prevailing Wage: (For all Job Orders with a Job Order price of \$75,000 or more) All labor utilized in the construction of this project shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor of the State of Missouri, in accordance with prevailing wage as set forth in Annual Missouri State Wage Determination No. 31, Section 039, Greene County, and all addenda, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law (Section 290.250, RSMo.), or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. In addition, the Contractor agrees to pay wages not less than once a week. It is the JOC Contractor's responsibility to pay the most current rate of wages in effect for the area at the time the work is performed. The Contractor and all subcontractors will be required to furnish an Affidavit of Compliance form to the County stating that he has fully complied with Missouri Prevailing Wage Law. No payment will be legally made by the County to the Contractor until the affidavit is filed in proper form and order with the County. (Section 290.290 and 290.325, RSMo.) The Contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the Contractor and each subcontractor, and this notice must be posted during the full-time that any worker is employed on the job. (Section 290.265, RSMo.) It shall be the responsibility of the Contractor to notify the Division of Labor Standards when a violation of the law is discovered. The Contractor shall submit to the Construction Inspector monthly certified copies of payrolls including any subcontractors that may be working that month. If Davis-Bacon is in effect, certified payroll reports must be submitted weekly. The Contractor will forfeit a penalty to the County of Christian of \$100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor (Section 290.250, RSMo.). In cases of a wage subsidy, bid supplement, or if a rebate was provided, and if so, if it was provided lawfully, the amount and date of such subsidy, supplement, or rebate must be reported to the County of Christian within thirty (30) days of receipt of payment. (Section 290.095, RSMo.) All wages paid for work under this Contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., RSMo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor, or by the U.S. Secretary of Labor in accordance with Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. Christian County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national

STANDARD TERMS AND CONDITIONS

origin in consideration for the award. Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500.00 and up to six months imprisonment for each day there is a violation.

Safety Training Requirement: The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour OSHA construction safety training program required under Section 292.675, RSMo., unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to Christian County of \$2,500.00 plus an additional \$100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo)

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.

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.

Determination for Award:

The award shall be made to the lowest priced and most responsive and responsible vendor who conforms to this solicitation, and whose proposal is considered to be the most advantageous to the County, price and other factors considered, which includes the evaluation criteria set forth in this RFP/ITB.

The County reserves the right, in the best interest of Christian County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

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

STANDARD TERMS AND CONDITIONS

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.

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. 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.

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 Purchasing Agent and/or 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 Purchasing Agent and/or 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.

B. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S. Mo, Christian County may close records that relate to scientific and technological innovations in which the owner has a

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proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it, "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri's Sunshine Law (Section 610.021 R.S. Mo., et seq) is a public record and will be disclosed upon request.

C. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder's risk. He/she is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion.

Any bid can be withdrawn up to **1 minute before the bids are due** for any reason without penalties, but any proposal not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

D. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his responsibility for the proper estimation of the difficulty or cost of the work. Christian County assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

E. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US)**Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.**

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

STANDARD TERMS AND CONDITIONS

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verification program's Memo of Understanding (MOU)).

F. NON-DISCRIMINATION ASSURANCE

With regard to work under this Agreement, the Contractor agrees as follows:

- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award, see EXHIBIT D.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

G. TRANSIENT EMPLOYER LAW

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

STANDARD TERMS AND CONDITIONS

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

H. CONTRACT DOCUMENTS

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO (if applicable), Request for BAFO, Addenda to RFP/ITB, RFP/ITB, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if Christian County accepts the Response to RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award Letter accepting the BAFO or Response to RFP and the parties sign the Agreement.

NOTE: EXCEPTIONS IN THE RFP/ITB WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.

All contracts MUST be approved by the County Commission.

Change Order – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO – the Best and Final offer of the Contractor that is in response to a Request for Proposal.

Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

END OF SECTION

INSURANCE REQUIREMENTS:

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 Commission, 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, at their own expense, during the life of the contract comprehensive general liability insurance which names **Christian County Commission 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, see link to the Missouri Department of Insurance: <https://insurance.mo.gov/industry/sovimunity.php>

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 **\$3,500,000.00** and for any one person in a single accident or occurrence of at least **\$520,000.00**. The vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or **\$1,000,000** for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured. Additional insured to reflect as:

Christian County Commission
100 W. Church Street
Ozark, Missouri 65721

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with Christian County within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in a question prior to material reduction in coverage or protection of Christian County Commission or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Christian County Commission
100 W. Church Street
Ozark, Missouri 65721

NOTE: Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement "All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of Christian County or cancellation of such insurance", must be met wherever permitted by law.

Since the requirement cannot be met using the Acord certificate, the requirement must be met by **specifically endorsing Christian County onto each policy to receive notifications.**

INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by Christian County, insurance of such types and in such amounts as may be necessary to protect it and the interests of Christian County against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by Christian County. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve him of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with Christian County within ten (10) days after the date of the receipt of the Notice of Award of the Contract to the Contractor and prior to the start of work. All **insurance policies shall provide thirty (30) days' written notice** to be given by the insurance company in question prior to cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

**Purchasing Manager
Christian County Government
100 W. Church Street
Ozark, MO 65721
purchasing@christiancountymo.gov**

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- (A) Workers' Compensation* **Statutory
Employer's Liability
Bodily Injury by Accident – each accident \$1,000,000
Bodily Injury by Disease – each employee limit.....\$1,000,000
Bodily injury by Disease – policy limit.....\$1,000,000

***Workers' Compensation: Policy or self-insurance plan with statutory limits formally approved by the State of Missouri will be required, even if no employees other than owners.**
****Workers' Compensation coverage shall include a waiver of subrogation in favor of Christian County where permitted by law.**

- (B) Commercial General Liability Insurance***, Including Premises, Operations, Products and Completed Operations including Products Liability and Manufacturer Defects, Contractual Liability, Broad Form Property Damage, Independent Contractors;
(C) Such Coverage Shall Apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with each Occurrence Limit
of.....\$1,000,000
In the Aggregate.....\$2,000,000
(D) Automobile Liability Insurance*** Covering Bodily Injury And Property Damage for Owned, Non-owned and Hired Vehicles with a Combined Single Limit
of.....\$1,000,000
(E) Umbrella or Excess Insurance*** (Following Form)\$3,000,000

*****Christian County Commission must be added as an Additional insured for the full limits above.**

CHRISTIAN COUNTY MISSOURI

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq. For all Agreements in excess of \$5,000.00. Effective January 1, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of

_____ ,

State of _____, personally appeared _____ (Name)

who is _____ (Title) of _____
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

CHRISTIAN COUNTY MISSOURI

**AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ.
FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE
EMPLOYEES.**

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (*Name*) who is
_____ (*Title*) of _____ (*Name of company*)
(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter
referred to as “Company” and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not,
for the duration of the contract with Christian County Missouri, engage in a “Boycott of the State
of Israel” (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the
State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section
34.600.3 RSMo.

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: