



2025-13 Addendum 1

Williams Diversified Materials, Inc.

Supplier Response

Event Information

Number: 2025-13 Addendum 1
Title: ANNUAL CONTRACT FOR BULK HIGHWAY SALT (DEICING)
PRODUCTS FOR COUNTY ROADS
Type: Invitation to Bid
Issue Date: 10/15/2025
Deadline: 11/4/2025 09:00 AM (CT)
Notes: **ADDENDUM ONE**

10/22/25

TO PROSPECTIVE BIDDERS: The original Invitation to Bid documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document. The following are questions submitted by prospective bidders and the official response from Christian County.

Q1: Who is your most recent vendor and the current price?

A1: See page one under the Event Details.

Q2: What is the estimated tonnage required for the season, and do you need any prefill before winter?

A2: Between 0 and 1500 tons per year. No prefill required.

Q3:What are the expectations on orders to avoid liquidated damages, estimated order, and expected delivery requirement?

A3: See Attribute #7 - Deliveries shall be made within five business days of the order.

ADDED: Attribute #1: Addendum One Acknowledgement.

All else remains the same.

ITB #2025-13

Christian County invites qualified vendors to submit responses for the ITB #2025-13 in accordance with the requirements stated herein for the **Annual Contract for Bulk Highway Salt (Deicing) Products for County Roads** with options to renew for three (3) additional one year period.

BACKGROUND:

The Christian County Highway Department is responsible for approximately 4000 acres of right-of-way, divided into two districts. Within this right-of-way, Christian County maintains nearly 1200 lane miles of roadway, 35 bridges, and hundreds of pipe & box culverts, low water crossings, and roadway signs.

Our current contracted vendor for this service is Williams Diversified. The contract goes through December 31, 2025. The County currently pays \$87.50 per ton. Year-to-date, we have purchased approximately 570 tons.

We don't require any specific type of truck for deliveries, i.e., hopper or end dump. We have our own loader to move salt into the facility once dropped off. We have two locations for delivery, see specifications under the Attributes Tab #6.

QUESTIONS:

Submit your questions online through the Christian County Electronic Bidding portal before **9:00 a.m. October 21, 2025.**

SUBMITTAL:

Christian County proposal submittals must be made by the Christian County online ebidding portal. No hand delivered bids, faxes or emails will be accepted. Bids are due by **November 4, 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 for help with registering. No other submissions will be accepted.

Note: The County's Online Sourcing Application displays the time remaining for each event. This is the County's Official Time remaining for the sourcing event. No other time clock, regardless of reputation, will be considered. The time remaining is displayed within the user's browser. User acknowledges that various internet browsers may not accurately display the time remaining on the screen. Due to various browser and operating system configurations some internet browsers may display the time remaining several seconds behind the actual time. User also acknowledges that internet connection speeds and operating systems may also affect the time remaining display. The County's Online Sourcing Application includes capabilities for users to see the timing remaining in the user's native time zone. It is the users' responsibility to correctly set the proper Time Zone Setting for user's company and web site users.

If the County office electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next County calendar business day, unless the bidder is otherwise notified by the County; the time of day for submission shall remain the same.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

It is the responsibility of the awarded bidder to know that Christian County's Terms and Conditions will prevail over all others.

INSURANCE REQUIREMENTS:

View under ATTACHMENTS TAB.

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.

EVERIFY 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).

ANTI-DISCRIMINATION AGAINST ISRAEL AFFIDAVIT:

AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "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; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel." Exceptions: The statute provides two exceptions for this certification:

1) "contracts with a total potential value of less than one hundred thousand dollars" or

2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms: Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations. Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is

participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

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 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 awards 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.

The contract will begin on the date the Commissioners award the contract, approximately January 1, 2026. Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

DECLARATION PAGE:

View under ATTACHMENTS TAB. Print, review, sign and upload the Declaration Page under the RESPONSE TAB.

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 to confirm understanding of this statement.

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 1859 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.

Contact Information

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

Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Williams Diversified Materials, Inc. Information

Contact: Debra McCandless
Address: PO Box 660
Baxter Springs, KS 66713
Phone: (620) 856-5252 x1
Fax: (620) 856-2646
Email: dmccandless@wdminc.net

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

Bill Buck
Signature

ap@wdminc.net
Email

Submitted at 11/3/2025 01:24:10 PM (CT)

Requested Attachments

Declaration page

Declaration.pdf

THIS IS REQUIRED OR YOUR BID WILL BE NONRESPONSIVE! The declaration Page must be filled out and signed and uploaded for this bid to be responsive. By not uploading the page your bid will be considered nonresponsive. Note: Please do not list any exceptions on the Declaration page as they will not be considered.

E-Verify Affidavit of Compliance and MOU Form

Everify.pdf

E-Verify Affidavit Affidavit and MOU form

Anti-Discrimination Against Israel Act Affidavit

Israel.pdf

Anti-Discrimination Against Israel Act Affidavit

Bid Attributes

1 Addendum One Acknowledgement

Please acknowledge that you did read Addendum One located on the beginning of the Events Page.

Yes

2 Christian County Bidder Requirements Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0924 and acknowledge your acceptance below.

Yes

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

If the 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.

N/A

4 Specifications

Specifications: Bulk rock salt must contain a minimum chemical composition of 97% Sodium Chloride (NaCl). Evaporated salt from salt mines shall not be furnished in lieu of rock salt.

5 No Deviations or Exceptions to Specifications

I certify that there are NO deviations or exceptions to the specifications.

Agree - No Deviations

6 Deviations and Exceptions to Specifications

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 will consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

N/A

7 Delivery and Delivery Locations

Deliveries shall be made within five business days of the order.

Delivery Locations:

Common I Road District, 8700 MO-14, Sparta, MO 65753;
Common II Road District, 1271 Westside Blvd, Nixa, MO 65714.

Christian County anticipates ordering between 0 and 1,500 tons annually.

8 Section 2

BIDDER REQUIREMENTS

9 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 Agent during this competitive process.

All questions received and the corresponding answers will be distributed to all bidders. The deadline for questions about this proposal is stated in the **BID EVENTS tab** 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 their ebidding portal for any posted addenda.

10 Conflict of Interest Questionnaire

Does this vendor have conflict of interest with Christian County?

No

11 Conflict of Interest pt. 2

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

N/A

1
2**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.

1
3**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 the procurement of goods 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 organization and its principals are not suspended or debarred.

Agree

1
4**Minimum and Maximum**

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

1
5**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 a State of Missouri contract is being used to provide the pricing, please indicate the cooperative and contract number. Note: Christian County is not part of all cooperatives.

1
6**Firm Fixed Pricing - Year One**

This contract will be a firm fixed contract for one calendar year from the start of the contract , with options to renew for three (3) additional one-year periods. The renewals must be approved by the Christian County Commission by a majority vote of Commissioners.

1
7**Pricing - Line Items Tab**

You will enter your pricing under the **LINE ITEMS TAB**.

Please note that the awarded bidder will bill Christian County Highway on the "actual" quantities. Quoted prices shall include all costs required to successfully perform the project as described in the bid. Any additional charges not in the bid document shall be assumed to be included in the quoted cost. The prices given will be firm fixed for the first calendar year.

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.

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.

1
8**Shipping/Handling/Delivery/Surcharges**

Shipping, handling, delivery and any surcharges must be included in the item's price.

1
9**Salt Mine Location**

What salt mine do you purchase your salt from, and provide the address for its physical location?

Hutchinson Salt 3300 Carey blvd. Hutchinsin, KS 67501

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Invoices

Invoices will be submitted to the **Christian County Highway Department at 1106 W. Jackson Street, Ozark, Missouri 65721** or emailed to: **highway@christiancountymmo.gov**. 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, along with 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.

2
1

Indemnification

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.

2
2

Reference One

Please provide three references of companies you have done business with in the past five years, with a similar scope and size project.

Name of Company:

Representative Name:

Representative Email:

Representative Phone:

City of Joplin Cody Marti CMarti@joplinmo.org 417.624.0820 x 1568

2
3

Reference Two

Please provide three references of companies you have done business with in the past five years, with a similar scope and size project.

Name of Company:

Representative Name:

Representative Email:

Representative Phone:

Stone County Jonathan Crawford Jonathan.crawford@stonecountymmo.gov 417.357.6804

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Reference Three

Please provide three references of companies you have done business with in the past five years, with a similar scope and size project.

Name of Company:

Representative Name:

Representative Email:

Representative Phone:

City of Neosho Nate Siler nsiler@neoshomo.org 417.451.8071

2
5

Renewals

This contract shall be valid for one calendar year beginning approximately January 1, 2026, with optional three (3) additional one-year increments. If exercised, the option shall be executed at the same prices quoted herein, subject to a maximum percentage of increase, if any, quoted by the bidder below for each applicable option period. A written justification will be required for any increase.

All percentages of the increase stated shall be computed against the previous year's agreement prices.

The Christian County Commission must vote on all renewals, and the renewal must pass by a majority vote of the Commission.

This contract shall not exceed \$149,999.99 annually

2
6

Renewal #1 Enter Maximum Increase Not-To-Exceed (Year 2)

First Renewal Period: Maximum Increase _____%

5%

2
7

Renewal #2 Enter Maximum Increase Not-To-Exceed (Year 3)

Second Renewal Period: Maximum Increase _____%

5%

2
8

Renewal #3 Enter Maximum Increase Not-To-Exceed (Year 4)

Third Renewal Period: Maximum Increase _____%

5%

2
9

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 a price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
 - Should a tariff occur after the first year of the contract, a written justification, including supporting documentation from the manufacturer, with the date of the tariff being passed along to the vendor, may be requested. Please note that a tariff does not allow a vendor to increase its margin of profit.
1. 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.
2. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices, and the vendor shall notify purchasing of said decline.

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Authorized Signature

As authorized signatory, you are agreeing that you have legal authority to sign on behalf of your company. Is this correct?

Note: If you enter no this bid will be nonresponsive.

You must upload the Declaration page with a wet signature or you bid will be nonresponsive. See bid attachments to print the Declaration page and upload in the Response page.

Yes

3
1

Cooperative Procurement

The vendor should indicate by checking "yes" or "No" in the indicated space below 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.

No

3
2

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. 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. By clicking "I have read and accept" you are declaring that you are approving the above.

Yes

Electronic Sealed Bid Security

The ebidding software used was designed to maintain the security of the solicitation process, including protecting the integrity of sealed bid/proposal responses. Key security features in the system include:

All sealed bid/proposal data is stored in encrypted fields while the solicitation is still available for supplier responses. Each buyer and supplier user account has its own password, with options available to the Demo Agency for dictating password requirements/complexity.

All data transmitted between end users and the system is encrypted using industry standard SSL technology.

Passwords are stored in an encrypted format using a one-way hash. This works to protect passwords from anyone with access to the database.

User sessions are validated to help prevent hijacking and expire after inactivity.

Key buyer and supplier activities are audited, such as response submission or solicitation unsealing.

Two primary levels of security exist to ensure bidders/proposers can only access their own bid/proposal data:

First, all sealed bid/proposal data is encrypted at the database level utilizing a security key uniquely generated for each bidding/proposing event. This protects the sealed data from everything but the bidding/proposing application itself, which is the only component that has the security logic and seeds required to generate the security key. This provides protection from system administrators and any potential risks of external hackers.

Second, the application includes security checks on every page that displays bid/proposal data to ensure that only the vendor who entered sealed bid/proposal data can view their own sealed bid/proposal data. All other users are denied access to sealed bid/proposal data by these security checks.

As a result of the above-mentioned security measures, sealed bid/proposal information is sealed in an electronic lockbox and unavailable to all system users until after a bid/proposal due date and time passes. Electronic Bid/Proposal Responses are time-stamped upon acceptance by the system. Time-stamps are reported in the Respondents report and in the Bid/ Proposal History logs. Authorized users, as established by system roles, may "Unseal" a bid/proposal at the appropriate time to begin bid/proposal evaluation and review.

General System Security

The software utilizes standard security mechanisms:

1. Enterprise Firewall protection
2. Secure separation of web cluster and databases.
3. Data reads are conducted utilizing stored procedures in order to prevent injection or SQL modification attacks.
4. Application user accounts are limited to execution of stored procedures.
5. Access to the system requires a correct username and password.
6. All data is secured at rest and in transit at the storage level.
7. Data backups are also encrypted and stored outside of the production environment.

Bid Lines

1 Bulk Rock Salt

Standard, 1.0% moisture or less

Per Ton Delivered

(No additional charges can be added).

Quantity: 1 UOM: PER TON DELIVERED Price: \$93.75 Total: \$93.75

Item Notes: Specifications: Bulk rock salt must contain a minimum chemical composition of 97% Sodium Chloride (NaCl). Evaporated salt from salt mines shall not be furnished in lieu of rock salt. Deliveries shall be made within five business days of the order. Delivery Locations: Common I Road District, 8700 MO-14, Sparta, MO 65753; Common II Road District, 1271 Westside Blvd, Nixa, MO 65714. Christian County anticipates ordering between 0 and 1,500 tons annually. This contract shall not exceed \$149,999.99 annually

Response Total: \$93.75