

BID PROPOSAL 250128-M

1 Court Circle, Suite 1
Camdenton, Missouri 65020

Presiding Commissioner
Ike Skelton

1st District Commissioner
James Gohagan

Office of the
CAMDEN COUNTY COMMISSION

Commission Clerk
Rowland Todd

2nd District Commissioner
Steve Dougan

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Tire Recaps" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, May 1, 2025. One (1) original and four (4) copies of the bid must be submitted to the following address:

Rowland A. Todd-Camden County Clerk
1 Court Circle NW, Suite 2
Camdenton, MO 65020

The outer envelope shall be marked in the lower left hand corner "TIRE RECAP BID 250128-M"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. May 1, 2025** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

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TIRE RECAPS

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

Company: _____

Print Name: _____

Title: _____

Address: _____ Phone: _____

City/State/Zip: _____ Fax: _____

Email: _____

Signature: _____ Date: _____

RECAPS:

- 225/70R19.5
- 245/70R19.5
- 11R22.5 Michelin XDY or Equivalent
- 17.5R25 Off Road
- 14.00R24 Unicure CGL3
- 14.00R24 Off Road—Bead to Bead

All makes and models are listed to demonstrate tread patterns and base specifications. Bidders may submit any products that are considered an equivalent.

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Bidders shall supply a recap price list of tires and sizes available with and without tire casings. Camden County is requesting an alternate bid on recaps to include full tire recap on equipment that includes the sidewalls.

The successful bidder must include delivery in the quote to the following location:

CCRB South District Maintenance Facility
172 VFW Road
Camdenton, MO 65020

Specify services available for mounting and balancing in shop and mounting in field. Quote prices for such service.

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TERMS AND CONDITIONS

- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and a “Void” and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The successful bidder is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

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items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
 - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
 - 2) be fit and sufficient for the purpose expressed in the solicitation documents,
 - 3) be merchantable,
 - 4) be of good materials and workmanship, and
 - 5) be free from defect.

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- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
 1. January 1 New Years Day
 2. January 20 Martin Luther King Day
 3. February 12 Monday after Lincoln's Birthday
 4. February 17 Presidents' Birthday
 5. April 18 Good Friday
 6. May 8 & 9 Truman's Birthday
 7. May 26 Memorial Day
 8. July 4 Independence Day
 9. September 1 Labor Day
 10. October 13 Columbus Day
 11. November 11 Veteran's Day
 12. November 27-28 Thanksgiving Day
 13. December 25-26 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- During the performance of this contract, the contractor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with the Contract Work Hours and Safety Standards Act
- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
 - 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.

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- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.
- Clean Air Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
 - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part.
- Federal Water Pollution Control Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
 - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.
- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Conflict of Interest. Contractor represents and warrants the following:
- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
 - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
 - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
 - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.

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- 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
 - In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

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AMERICAN MADE:

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

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EXHIBIT A

**CAMDEN COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

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EXCLUSION SHEET

You must list any items on this sheet that do not meet the specifications that are requested.