

INTRODUCED BY: COUNCIL MEMBER (s) Bickowski

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR MISCELLANEOUS HIGHWAY EQUIPMENT, PARTS,**
5 **SUPPLIES AND LABOR; AND AUTHORIZATION FOR THE COUNTY**
6 **EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
7 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
8 **PROPOSALS.**

9 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
10 certain Invitations for Bid and Requests for Proposals issued by the County received bids
11 and proposals for the following items or services:

12 BID NAME

13 Miscellaneous Highway Equipment, Parts, Supplies and Labor

14 NUMBER OF BIDS RECEIVED

15 2

16 DATE OF BID OPENING

17 7-1-14

18 **WHEREAS**, after reviewing the bids and proposals set forth above, the
19 Department of Public Works has determined that certain bids and proposals represent the

FILED

Page 1 of 5

AUG 18 2014

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

- 1 lowest and best bid for the respective items or services and met the bid or proposal
- 2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bids and proposals to Erb Equipment Company and
5 Woody's Municipal Supply Company for a term from 08-11-14 to 08-10-15 upon
6 approval by the County Council and County Executive for the total amount up to
7 \$75,000.00 subject to budgetary limitations.

8 BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,
9 COUNCIL, AS FOLLOWS:

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor
12 bidding for each respective item or service as follows:

13 BID NAME

14 Miscellaneous Highway Equipment, Parts, Supplies and Labor

15 TERM

16 08-11-14 to 08-10-15

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 Up to \$75,000.00

20 subject to budgetary limitations

21 AWARDED BIDDER

22 Erb Equipment Company (A1)

Woody's Municipal Supply Company (A2)

2 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
3 County Executive to execute the agreement incorporated by Reference as Exhibit "A1
4 through A2" and any agreements or contracts necessary to effectuate the award of the
5 bids and proposals set forth in this Ordinance. The County Executive is further
6 authorized to take any and all actions necessary to carry out the intent of this Ordinance.
7 An unexecuted copy of the Agreement is attached hereto as Exhibit "A1 through A2" and
8 incorporated herein, by reference.

9 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
10 thereto, and any contracts or agreements shall be maintained by the Department of the
11 County Clerk consistent with the rules and procedures for the maintenance and retention
12 of records as promulgated by the Secretary of State.

13 Section 4. This Ordinance shall be in full force and effect from and after its
14 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
15 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renec Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Absent</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Terri Kreitler	<u>Absent</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, Kelly Waymon	<u>Yes</u>

THE ABOVE BILL ON THIS 11th DAY OF AUGUST, 2014:

✓ PASSED FAILED



Renee Reuter, County Council Chair

Pat Schlette
Pat Schlette, Council Administrative Assistant

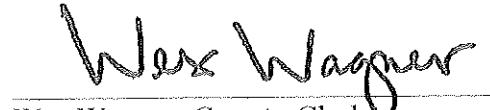
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 13TH DAY OF August, 2014.

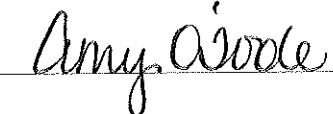
THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2014.



Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Wes Wagner
Wes Wagner, County Clerk

BY: 

First Reading: 08-11-2014



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG**

EXHIBIT

A1

**Invitation for Bid: MISCELLANEOUS HIGHWAY
EQUIPMENT, PARTS, SUPPLIES AND
LABOR**

Date Issued: 5-29-14

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 1, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

**JASON JONAS
Department of Public Works
636-797-5369
jjonas@jeffcomo.org**

**Contract
Contact:**

**VICKIE PRATT
Department of Administrative Services
636-797-5382**

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED BID: (BID NAME)	

**Contract Term:
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Erb Equipment Company	Terry Wichern
Company Name	Authorized Agent (Print)
200 Erb Industrial Drive	<i>Terry Wichern</i>
Address	Signature
Fenton, MO 63026	Product Support Mgr.
City/State/Zip Code	Title
636-348-0200	06/24/14 27-4169975
Telephone #	Date
terrywichern@erbequipment.com	Tax ID #
	636-349-4426
E-mail	Fax #

TABLE OF CONTENTS:

Legal Notice and Invitation for Bid	Page 1
Table of Contents	Page 2
Bid Requirements	Page 3
Bidders Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS*

Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.

(County must be added as additional insured if awarded)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)

Obtain receipts at <http://jeffersonmo.devnetwedge.com>

Or

A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).

Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS
NOT INCLUDED OR COMPLETED**

1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: Tul,"

1.1 BID SUBMISSION:

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to

bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine

ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENTACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

2.15 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid.** Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - D-1. If supplier fails to deliver the items required by the contract within the time specified; or
 - D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor

Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: Individual: Partnership: Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Missouri.

2.25 LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

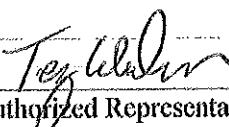
2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Terry Wichern (Name of Business Entity Authorized Representative) as Product Support Mgr. (Position/Title) first being duly sworn on my oath, affirm Erb Equipment Company (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Erb Equipment Company (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Terry Wichern

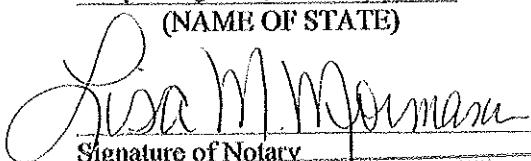
Printed Name

Product Support Mgr. 06/24/14
Title Date

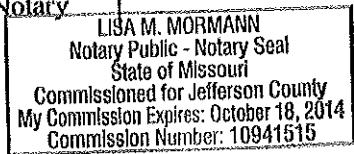
Subscribed and sworn to before me this 24/4/11 of June, 2014. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)

Missouri and my commission expires on 10/18/2014.
(NAME OF STATE) (DATE)


Signature of Notary

Date



AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Erb Equipment Company (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Terry Wichern

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Erb Equipment Company
Business Entity Name

6/24/14

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

Miscellaneous Highway Equipment Parts, Supplies, and Labor

- John Deere Construction Equipment Replacement Parts and Labor:

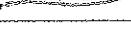
\$ 0 Service Call Charge

\$ 140.00 Hourly Repair Charge (Our Location)

\$ 122.00 Hourly Repair Charge (Vendor Shop)

0 % Discount on all John Deere Construction Parts

- Diamond Mower Equipment Parts and Supplies:

Parts Description:	Part Number:	Cost:
Mower Blades	22-0006	\$ 
Mower Bolt	11-0503	\$ 
Mower Nut	11-1008	\$ 
Wear Strips (50" Deck)	420007	\$ 
Wear Strips (50" Deck)	420008	\$ 
Spindle Assembly	35-0010	\$ 
Flail Cutter Knife	221003	\$ 
Flail Cutter Bolt	11-0506	\$ 
Flail Cutter Clevis	11-1501	\$ 
Bearing Assembly Flail	10-0001	\$ 
Chain Coupling	37-0006	\$ 

- Other Misc. Mower Equipment and Supplies used by the Jefferson County Highway Department will be discounted _____ % off List Price.
- Flink
- Spreader and Plow Equipment Parts and Supplies:

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2014:

Erb Equipment Company

Company Name



Signature

Terry Wichern

Print

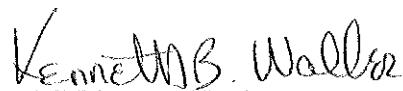
Company Address:

200 Erb Industrial Drive

Fenton, MO 63026

Phone: 636-349-0200

County of Jefferson, State of Missouri



Kenneth B. Waller County Executive

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER YouZoom Insurance Services Inc. 7045 College Blvd., 4th floor Overland Park, KS 66221 Fax: 877-835-1833; PH: 888-240-8803, Option 1	CONTACT NAME: PHONE (A/C NO. EXY): E-MAIL ADDRESS:	Arrowhead Automotive Aftermarket Service Center 888-240-8803 FAX (A/C No): 877-835-1833 AMServiceCenter@arrowheadgrp.com
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 0113624-00 ERB EQUIPMENT CO., INC. 200 ERB INDUSTRIAL DRIVE FENTON, MO 63026	INSURER A: Universal Underwriters Insurance Company INSURER B: Universal Underwriters of Texas Ins. Co. INSURER C: INSURER D: INSURER E:	41181 40843

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUDR NSD/PWWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/> <input type="checkbox"/>	332989	01/01/2014	01/01/2015	EACH OCCURRENCE	\$300,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$	
						GENERAL AGGREGATE	\$	
						PRODUCTS - COMP/OP AGG	\$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> COMP/COLL DED \$ /	<input type="checkbox"/> <input type="checkbox"/>	332989	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea Accident)	\$300,000	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
						\$		
						\$		
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> <input type="checkbox"/>	332989	01/01/2014	01/01/2015	EACH OCCURRENCE	\$ 15,000,000	
						AGGREGATE	\$	
						PRODUCTS - COMP/OP AGG	\$ 45,000,000	
						\$		
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A <input type="checkbox"/>				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	
B	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> <input type="checkbox"/>	332989	01/01/2014	01/01/2016	OTHER THAN AUTO ONLY EACH ACC;	\$ 300,000*	
B	CUSTOMER GOODS-DIRECT PRIMARY	<input type="checkbox"/> <input type="checkbox"/>	332989	01/01/2014	01/01/2016		\$ 1,650,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Reason for Certificate: General Liability.

See Additional Remarks Schedule Attached

CERTIFICATE HOLDER	CANCELLATION
JEFFERSON COUNTY, MO DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF GENERAL SERVICES DIVISION OF CONTRACTS AND GRANTS PO BOX 100, 729 Maple Street HILLSBORO, MO 63050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY YouZoom Insurance Services Inc.	NAMED INSURED ERB EQUIPMENT CO., INC.
POLICY NUMBER 332989	200 ERB INDUSTRIAL DRIVE FENTON, MO 63026
CARRIER Universal Underwriters of Texas Ins. Co.	NAIC CODE 40843 EFFECTIVE DATE: 01/01/2014

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 26 FORM TITLE: Certificate Of Liability Insurance

*Garage Liability with a Products Completed Operation Aggregate limit of \$ 900,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME	CLIENT CONTACT CENTER
PHONE (A/G, No. Exp):	888-333-4949
FAX (A/G, No.):	507-446-4664
E-MAIL ADDRESS:	CLIENTCONTACTCENTER@FEDINS.COM
INSURER(S) AFFORDING COVERAGE	
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERS

CERTIFICATE NUMBER: 0

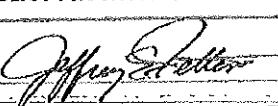
REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							EACH OCCURRENCE	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (ea occurrence)	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR							MED EXP (Any one person)	
								PERSONAL & ADV INJURY	
								GENERAL AGGREGATE	
								PRODUCTS - COMP/OP AGG	
		GEN'L AGGREGATE LIMIT APPLIES PER:							
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							COMBINED SINGLE LIMIT (Per accident)
									BODILY INJURY (Per person)
									BODILY INJURY (Per accident)
								PROPERTY DAMAGE (Per accident)	
A	AUTOMOBILE LIABILITY							EACH OCCURRENCE	
	ANY AUTO							AGGREGATE	
	ALL OWNED AUTOS								
	Hired AUTOS								
	SCHEDULED AUTOS								
	NON-OWNED AUTOS								
	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR							
	EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE							
	DED <input type="checkbox"/> RETENTION								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N							
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input checked="" type="checkbox"/>								
(Mandatory in HI)									
If yes, describe under DESCRIPTION OF OPERATIONS below									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER

00	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE		
		

© 1988-2010 ACORD CORPORATION. All rights reserved.

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Personal Property Account 093839, Tax Year 2013
Generated 1/16/2014 at 12:19:49

Account Information		
Tax Year 2013	Return Status Corrected	Date Returned 03/01/2013
Tax Code R1HRNJ - R1HRNJ	City Entire County	Account Type BUSINESS
Owner Name and Address ERB EQUIPMENT CO INC 200 ERB INDUSTRIAL DR FENTON, MO 63026	Tax Rate 7.0417	Total Tax \$14,283.34
Site Address	Mailing Name and Address	

Item Information			
Item	Product Code	Quantity	Assessed Value
2001 CHEV 3/4 TON PU		1	1,490
BUSINESS VALUE		1	35,230
2006 KW C&C 36LBS 2AX		1	3,990
2004 CHEV 1 TON VAN		1	2,170
2005 UTIL TRLR UNSP		1	340
1994 CARGO TRLR UNSP		1	460
2010 CHEV 1/2 TON PU		1	5,130
2011 FB TRLR UNSP		1	6,010
2007 FB TRLR UNSP		1	3,000
2012 KW C&C 36LBS 2AX		1	10,920
2008 FB TRLR UNSP		1	3,390
2007 FB TRLR UNSP 2AX		1	3,000
2005 KW SEMI 80LBS 3AX		1	2,920
2007 KW SEMI 80LBS 3AX		1	4,890
2009 FB TRLR UNSP 2AX		1	5,090
2005 GMC C&C 24LBS 2AX		1	3,420
2007 DODGE 1 TON PU QC		1	4,650
2006 KW C&C 36LBS 2AX		1	3,990
2006 GMC 3/4 TON PU		1	2,320
1999 FORD RANGER PU		1	720
2007 DODGE 1/2 TON QC 4WD		1	4,570
2009 FB TRLR UNSP 2AX		1	5,090
2007 GMC C&C 24LBS 2AX		1	5,260
1953 UTIL TRLR UNSP		1	50
1991 UTIL TRLR HMDE UNSP		1	50
2000 CHEV 3/4 TON PU		1	1,130
2000 CHEV 3/4 TON PU		1	1,130
2001 GMC C&C 36LBS 2AX		1	1,320
2003 GMC 1/2 TON PU		1	1,640
2005 KW C&C 30LBS 2AX		1	3,330

Item Information			
2012 CHEV 1 TON CREW CAB		1	10,170
2012 CHEV 3/4T CREW 4WD		1	10,870
2012 CAD ESCALADE LUX		1	18,740
2013 CHEV TAHOE LS		1	12,170
2012 UTIL TRLR UNSP		1	860
2012 UTIL TRLR UNSP		1	860
2011 FORD 1 TON PU		1	6,100
2012 BUICK REGAL PREM I EASSIST		1	7,510
2012 CHEV 1 TON VAN		1	7,070
1970 CARGO TRLR 20		1	100
2011 FB TRLR 20		1	480
2011 CARGO TRLR 20		1	1,210
Total			202,840

Tax Payment Information	
Tax Billed	\$14,283.34
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$14,283.34
Total Paid	\$14,283.34
Total Unpaid	\$0.00
Date Paid	12/03/2013
Paid By	ERB EQUIPMENT CO INC

Payment History		
Tax Year	Total Due	Total Paid
2013	\$14,283.34	\$14,283.34
2012	\$25,086.47	\$25,086.47
2011	\$24,782.51	\$24,782.51
2010	\$23,495.75	\$23,495.75
2009	\$23,241.53	\$23,241.53
2008	\$24,753.79	\$24,753.79
2007	\$25,284.73	\$25,284.73

Taxing Bodies		
District	Tax Rate	Extension
NORTH JEFFERSON AMB	0.544700	\$1,104.87
JEFFERSON COLLEGE	0.340200	\$690.06
COUNTY TAX	0.029000	\$58.82
HIGH RIDGE FIRE	0.835800	\$1,695.34
HEALTH UNIT TAX	0.075000	\$152.13
LIBRARY / RI	0.191000	\$387.42
MENTAL HEALTH TAX	0.093900	\$190.47
PARK TAX	0.028000	\$56.80
ROAD & BRIDGE TAX	0.211800	\$429.62
NORTHWEST SCHOOL	4.568400	\$9,266.49
JC DEV DISABILITIES	0.093900	\$190.47
STATE TAX	0.030000	\$60.85
Total	7.041700	\$14,283.34

Images	
No images found.	

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Personal Property Account 093839, Tax Year 2012
Generated 1/16/2014 at 12:23:55

Account Information		
Tax Year 2012	Return Status Corrected	Date Returned 02/29/2012
Tax Code R1HRNJ ~ R1HRNJ	City Entire County	Account Type BUSINESS
Owner Name and Address ERB EQUIPMENT CO INC 200 ERB INDUSTRIAL DR FENTON, MO 63026	Tax Rate 6.9748	Total Tax \$24,989.65
Site Address	Mailing Name and Address	

Item Information			
Item	Product Code	Quantity	Assessed Value
BUSINESS VALUE		1	177,365
2001 CHEV 3/4 TON PU		1	1,600
2000 CHEV 1 TON PU		1	1,310
2003 GMC 1/2 TON PU		1	1,980
2006 KW C&C 36LBS 2AX		1	8,750
2004 CHEV 1 TON VAN		1	2,330
2005 UTIL TRLR UNSP		1	370
1994 CARGO TRLR UNSP		0	500
2005 GMC C&C 24LBS 2AX		1	3,680
2005 CHEV 3/4 TON PU 4WD		1	3,380
2008 KW C&C 36LBS 2AX		0	13,100
2001 CHEV 3/4 TON PU		0	1,600
2007 BUICK LACROSSE		1	3,050
2006 BUICK LUCERNE		1	2,970
2007 DODGE 1 TON PU QC		1	4,370
2006 KW C&C 36LBS 2AX		0	8,750
2006 GMC 3/4 TON PU		0	2,850
1999 FORD RANGER PU		1	770
2007 DODGE 1/2 TON QC 4WD		1	4,770
2009 FB TRLR UNSP 2AX		1	5,470
2007 GMC C&C 24LBS 2AX		0	5,660
2008 KW C&C 36LBS 2AX		0	13,100
2007 FB TRLR UNSP 2AX		0	3,230
1998 GMC C&C 36LBS 2AX		0	1,330
2005 KW SEMI 80LBS 3AX		1	6,410
2007 KW SEMI 80LBS 3AX		0	10,730
2009 FB TRLR UNSP 2AX		0	5,470
2010 CHEV 1/2 TON PU		0	5,430
2000 CHEV 1 TON PU		0	1,310
2006 STERLING UNSP		1	8,080

Item Information			
2011 FB TRLR UNSP		0	6,460
2007 FB TRLR UNSP		0	3,230
2011 FB TRLR UNSP		0	6,460
2012 KW C&C 36LBS 2AX		0	23,960
2008 FB TRLR UNSP		0	3,640
2001 GMC C&C 36LBS 2AX		1	2,900
1970 CARGO TRLR 20		1	100
2011 FB TRLR 20		1	520
2011 CARGO TRLR 20		1	1,300
Total			358,285

Tax Payment Information	
Tax Billed	\$24,989.65
Penalty Billed	\$88.28
Cost Billed	\$0.00
Total Billed	\$25,086.47
Total Paid	\$25,086.47
Total Unpaid	\$0.00
Date Paid	12/03/2013
Paid By	ERB EQUIPMENT CO INC

Payment History		
Tax Year	Total Due	Total Paid
2013	\$14,283.34	\$14,283.34
2012	\$25,086.47	\$25,086.47
2011	\$24,782.51	\$24,782.51
2010	\$23,495.75	\$23,495.75
2009	\$23,241.53	\$23,241.53
2008	\$24,753.79	\$24,753.79
2007	\$25,284.73	\$25,284.73

Taxing Bodies		
District	Tax Rate	Extension
NORTH JEFFERSON AMB	0.544100	\$1,949.43
JEFFERSON COLLEGE	0.338600	\$1,213.15
COUNTY TAX	0.031500	\$112.86
HIGH RIDGE FIRE	0.836100	\$2,995.62
HEALTH UNIT TAX	0.074700	\$267.64
LIBRARY / RJ	0.190000	\$680.74
MENTAL HEALTH TAX	0.093500	\$335.00
PARK TAX	0.027900	\$99.96
ROAD & BRIDGE TAX	0.211500	\$757.77
NORTHWEST SCHOOL	4.503400	\$16,134.99
JC DEV DISABILITIES	0.093500	\$335.00
STATE TAX	0.030000	\$107.49
Total	6.974800	\$24,989.65

Images
No images found.

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Personal Property Account 093839, Tax Year 2011

Generated 1/16/2014 at 12:24:13

Account Information		
Tax Year 2011	Return Status Corrected	Date Returned 03/02/2011
Tax Code R1HRNJ - R1HRNJ	City Entire County	Account Type BUSINESS
Owner Name and Address ERB EQUIPMENT CO INC 200 ERB INDUSTRIAL DR FENTON, MO 63026	Tax Rate 6.9176	Total Tax \$24,740.46
Site Address	Mailing Name and Address	

Item Information			
Item	Product Code	Quantity	Assessed Value
2001 CHEV 3/4 TON PU		1	1,780
BUSINESS VALUE		1	179,715
2001 CHEV 3/4 TON PU		1	1,780
2000 CHEV 1 TON PU		1	1,450
2003 GMC 1/2 TON PU		1	2,200
2006 KW C&C 36LBS 2AX		1	9,720
2000 CHEV 1 TON PU		1	1,450
2004 CHEV 1 TON VAN		1	2,590
2005 UTIL TRLR UNSP		1	410
1994 CARGO TRLR UNSP		1	550
2005 GMC C&C 24LBS 2AX		1	4,090
2005 CHEV 3/4 TON PU 4WD		1	3,760
2008 KW C&C 36LBS 2AX		1	14,550
2007 BUICK LACROSSE		1	3,390
2006 BUICK LUCERNE		1	3,300
2007 DODGE 1 TON PU QC		1	4,850
2006 KW C&C 36LBS 2AX		1	9,720
2006 GMC 3/4 TON PU		1	3,170
1999 FORD RANGER PU		1	850
2007 DODGE 1/2 TON QC 4WD		1	4,940
2009 FB TRLR UNSP 2AX		1	6,080
2007 GMC C&C 24LBS 2AX		1	6,290
2009 KW C&C 36LBS 2AX		1	18,400
2007 LOWBOY UNSP 2AX		1	9,630
1998 GMC C&C 36LBS 2AX		1	1,480
2005 KW SEMI 80LBS 3AX		1	7,120
2007 KW SEMI 80LBS 3AX		1	11,920
2009 UTIL TRLR UNSP		1	760
2008 LOWBOY UNSP 2AX		1	10,400
2009 LOWBOY UNSP 2AX		1	10,960

Item Information			
1990 CARGO TRLR UNSP		1	500
2010 CHEV 1/2 TON PU		1	7,500
2001 CHEV 1 TON PU		1	1,920
2000 CHEV 3/4 TON PU		1	1,340
2006 STERLING UNSP		1	8,980
1970 CARGO TRLR 20		1	100
Total			357,645

Tax Payment Information	
Tax Billed	\$24,740.46
Penalty Billed	\$3.15
Cost Billed	\$0.00
Total Billed	\$24,782.51
Total Paid	\$24,782.51
Total Unpaid	\$0.00
Date Paid	12/03/2013
Paid By	ERB EQUIPMENT CO INC

Payment History		
Tax Year	Total Due	Total Paid
2013	\$14,283.34	\$14,283.34
2012	\$25,086.47	\$25,086.47
2011	\$24,782.51	\$24,782.51
2010	\$23,495.75	\$23,495.75
2009	\$23,241.53	\$23,241.53
2008	\$24,753.79	\$24,753.79
2007	\$25,284.73	\$25,284.73

Taxing Bodies		
District	Tax Rate	Extension
NORTH JEFFERSON AMB	0.544000	\$1,945.59
JEFFERSON COLLEGE	0.336200	\$1,202.40
COUNTY TAX	0.033000	\$118.02
HIGH RIDGE FIRE	0.845300	\$3,023.17
HEALTH UNIT TAX	0.074200	\$265.37
LIBRARY / R1	0.188700	\$674.88
MENTAL HEALTH TAX	0.092900	\$332.25
PARK TAX	0.027900	\$99.78
ROAD & BRIDGE TAX	0.211500	\$756.42
NORTHWEST SCHOOL	4.441000	\$15,883.04
JC DEV DISABILITIES	0.092900	\$332.25
STATE TAX	0.030000	\$107.29
Total	6.917600	\$24,740.46

Images	
No images found.	



Company ID Number: 207470

Information Required for the E-Verify Program:

Information relating to your Company:

Company Name: Erb Equipment Company Inc

Company Facility Address: 200 Erb Industrial Drive

Fenton, MO 63026

Company Alternate Address:

County or Parish: JEFFERSON

Employer Identification

Number: 430890308

North American Industry Classification Systems

Code: 423

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 6

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KENTUCKY

1 site(s)



Company ID Number: 207470

- MISSOURI 4 site(s)
- ILLINOIS 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	JoAnn F Rolder	Fax Number:	(636) 349 - 0874
Telephone Number:	(636) 349 - 0200 ext. 168		
E-mail Address:	joannrolder@orbequipment.com		
Name:	Carrie L. Rolder	Fax Number:	(636) 349 - 0874
Telephone Number:	(636) 349 - 0200 ext. 149		
E-mail Address:	crolder@orbequipment.com		



Company ID Number: 207470

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Erb Equipment Company Inc

JoAnn F Rolder

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/20/2009

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/20/2009

Date



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

EXHIBIT

A2

Invitation for Bid: MISCELLANEOUS HIGHWAY EQUIPMENT, PARTS, SUPPLIES AND LABOR

Date Issued: 5-29-14

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 1, 2014, AT 2:00 P.M. LOCAL TIME.

Specification Contact:
JASON JONAS
Department of Public Works
636-797-5369
jjonas@jeffcomo.org

Contract Contact:
VICKIE PRATT
Department of Administrative Services
636-797-5382

Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

Contract Term:
UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE

Vendor Information:

SAMPLE ENVELOPE

VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Woody's Municipal Supply Co. Steve Stahlhut
Company Name Authorized Agent (Print)

3979 Blackburn Road Steve Stahlhut
Address Signature

Edwardsville IL 62025 Sales Manager
City/State/Zip Code Title

806-223-2466 6-19-14 37-0988030
Telephone # Date Tax ID #

Stahl@Waldblue.net 618-656-6105
E-mail Fax #

TABLE OF CONTENTS:

Legal Notice and Invitation for Bid	Page 1
Table of Contents	Page 2
Bid Requirements	Page 3
Bidders Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS*

Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.

(County must be added as additional insured if awarded)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)

Obtain receipts at <http://jeffersonmo.devnetwedge.com>

Or

A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).

Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: _____"

1.1 BID SUBMISSION:

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to

bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. (www.jeffccmo.org).

1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine

ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffccmo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonccmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENTACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

2.15 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid.** Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - D-1. If supplier fails to deliver the items required by the contract within the time specified; or
 - D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor

Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: Individual: Partnership: Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Missouri.

2.25 LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Steve Stahlhut (Name of Business Entity Authorized Representative) as Sales Manager (Position/Title) first being duly sworn on my oath, affirm Wood's Municipal Supply Co. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Miscellaneous Highway Equipment, Parts, Supplies and Labor (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Wood's Municipal Supply Co. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Miscellaneous Highway Equipment, Parts, Supplies and Labor (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Steve Stahlhut
Printed Name

Sales Manager
Title

6-19-2014
Date

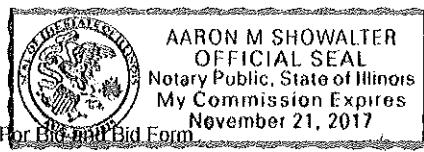
Subscribed and sworn to before me this 19th of June, 2014. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Macoupin, State of
(NAME OF COUNTY)

Illinois and my commission expires on Nov. 21, 2017.
(NAME OF STATE) (DATE)

Aaron M Showalter
Signature of Notary

6-19-14
Date



AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Woody's Municipal Supply Co. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Steve Stahlhut
Authorized Business Entity
Representative's Name
(Please Print)

Steve Stahlhut
Authorized Business Entity
Representative's Signature

Woody's Municipal Supply Co.
Business Entity Name

6-19-2014
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

Miscellaneous Highway Equipment Parts, Supplies, and Labor

- John Deere Construction Equipment Replacement Parts and Labor:

\$ _____ Service Call Charge

\$ _____ Hourly Repair Charge (Our Location)

\$ _____ Hourly Repair Charge (Vendor Shop)

_____ % Discount on all John Deere Construction Parts

- Diamond Mower Equipment Parts and Supplies:

Parts Description:	Part Number:	Cost:
Mower Blades	22-0006	\$ 41.34
Mower Bolt	11-0503	\$ 11.84
Mower Nut	11-1008	\$ 3.80
Wear Strips (50" Deck)	420007	\$ 47.85
Wear Strips (50" Deck)	420008	\$ 47.85
Spindle Assembly	35-0010	\$ 1123.42
Flail Cutter Knife	221003	\$ 1.88
Flail Cutter Bolt	11-0506	\$.96
Flail Cutter Clevis	11-1501	\$ 4.60
Bearing Assembly Flail	10-0001	\$ 384.71
Chain Coupling	37-0006	\$ 34.05

- Other Misc. Mower Equipment and Supplies used by the Jefferson County Highway Department will be discounted All digging, Shoveling % off List Price.
- Flink
- Spreader and Plow Equipment Parts and Supplies:

Parts Description:	Part Number:	Cost:
Spreader Chain	021167	\$ 1,220.00
Drag Chain Sprocket	021057	\$ 308.49
Spinner Motor Char-Lynn	462F-3	\$ 259.74
Gearbox 50:1 Durst	489D	\$ 1493.86
Plow Blade Carbide Tipped 36"	CB15082	\$ 231.00
Plow Blade Carbide Tip 48"	CB15083	\$ 308.00
Broom Wafer Combo	12-100320CC24	\$ 19.00

- Other Misc. Snow Plow/Spreader Equipment and Supplies used by the Jefferson County Highway Department will be discounted All discounts shown % off of List Price.
- Oil Truck/Chip Spreader Equipment Parts and Supplies:

ETNYRE Parts and Supplies

 % discount off of list for all replacement parts for Equipment manufactured by the ETNYRE Company.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2014:

Woody's Municipal Supply, Co.
Company Name

Steve Stahlhut
Signature
Steve Stahlhut
Print

County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____
3979 Blackbird Road
Edwardsville, IL 62025
Phone: 800-223-2466

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

MLP

County Counselor



SENTRY SELEC() INSURANCE COMPANY
STEVENS POINT, WISCONSIN
(A PARTICIPATING STOCK COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 49-65826

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of
Certificate Holder

JEFFERSON COUNTY MISSOURI
729 MAPLE ST
PO BOX 100
HILLSBORO, MO 63050

Name and Address
of the Insured

WOODY'S MUNICIPAL SUPPLY CO
(A CORPORATION)
3979 BLACKBURN RD
PO BOX 432
EDWARDSVILLE, IL 62025

This certificate is issued on 09-30-2013 and is effective until 09-30-2014. It certifies that policies of insurance listed below have been issued to the insured named above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

<u>Coverage Provided</u>	<u>Policy Number</u>	<u>Coverage Limits</u>
<u>General Liability</u>	49-65826-03	General Aggregate \$ 1,500,000
		Products Aggregate \$ 1,500,000
<u>Bodily Injury and Property Damage Combined</u>	OCCURRENCE	Pers/Adv Injury \$ 500,000
		Each Occurrence \$ 500,000
		Premises Damage \$ 100,000
		Medical Expense \$ 5,000
<u>Automobile Liability</u>	49-65826-03	Each Accident \$ 500,000
<u>Includes: Bodily Injury and Property Damage Combined</u> -Any Auto		
<u>Excess/Umbrella Liability</u>	49-65826-03	Each Occurrence \$ 2,000,000
		General Aggregate \$ 6,000,000
		Products Aggregate \$ 6,000,000
<u>Workers' Compensation and Employer's Liability</u>	49-65826-04	Statutory \$ 500,000
		Each Accident \$ 500,000
		Each Disease/Employee \$ 500,000
		Each Disease/Policy \$ 500,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (MECH)

WOO 49-65826 01-018612
08-12-2013
PAGE 1
(0015)

LDI COI 269628-1 02 11

01914

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Woody's Municipal Supply Co. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Nick Ludwig
Authorized Business Entity
Representative's Name
(Please Print)

Nick Ludwig
Authorized Business Entity
Representative's Signature

Woody's Municipal Supply Co.
Business Entity Name

6-19-14
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



Company ID Number: 207248

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Woody's Municipal Supply Co. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 207248

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Woodys Municipal Supply Co.**

Nick C Ladwig

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/17/2009

Date



Company ID Number: 207248

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Nick C Ladwig	Fax Number:	(618) 656 - 6105
Telephone Number:	(618) 656 - 5404		
E-mail Address:	WoodysMunicipal@Gmail.com		

Woody's Municipal Supply Co.
P.O. Box 432, Edwardsville, IL 62025

Affidavit stating that the applicant does not own any real or
personal property in Jefferson County

Woody's Municipal Supply Co. does not own any real or personal property in Jefferson County, MO.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Nick Lw

Authorized Representative's Signature

Nick Ludwig

Printed Name

Sec.

6-19-14

Title

Date

Subscribed and sworn to before me this 19th of June, 2014. I am

(DAY)

(MONTH, YEAR)

commissioned as a notary public within the County of Macoupin, State of

(NAME OF COUNTY)

Illinois

and my commission expires on Nov. 21, 2017.

(NAME OF STATE)

(DATE)

Aaron M Showalter

6/19/14

Signature of Notary

Date

618-656-5404
Fax 618-656-6105

