

ORDINANCE NO.: 15- 0220

Terry

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

Concentrated Motor Oil Additive System 2015

1

3-17-15

FILED

APR 17 2015

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

1 and proposals represent the lowest and best bid for the respective items or services and
2 met the bid or proposal 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 BG Services, Inc. for a term
5 from 04-13-15 to 04-12-16 upon approval by the County Council and County Executive
6 for the total amount up to **\$12,000.00** subject to budgetary limitations.

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

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

12 BID NAME

13 Concentrated Motor Oil Additive System 2015

14 TERM

15 04-13-15 to 04-12-16

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$12,000.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 BG Services, Inc.

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

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

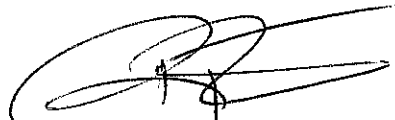
12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

**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, Renee Reuter	<u>Abstain</u>
Council Member District 3, Robert Boyer	<u>yes</u>
Council Member District 4, George Engelbach	<u>yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>yes</u>
Council Member District 6, Cliff Lane	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 13th DAY OF April, 2015:

☒ **PASSED** ☐ **FAILED**



Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 14th DAY OF April, 2015.

THIS BILL WAS VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN
OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY
OF , 2015.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner

Wes Wagner, County Clerk

BY: Katherine E. Missey

Reading Date: 04-13-2015



County of Jefferson

State of Missouri

Administration Center
729 Maple Street · PO Box 100
Hillsboro, Missouri 63050

Ken Waller

County Executive

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: www.jeffcom.org

Nicole Crawford
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

PROPOSED BILL MEMORANDUM

To: County Executive, Director of Administration

From: Vickie S. Pratt

Date: 3-25-15

Subject Matter of Proposed Bill: **CONCENTRATED MOTOR OIL ADDITIVE 2015, BG SERVICES, INC, \$12,000.00**

Council District(s) Affected: All

County Department(s) Affected: All

SUMMARY

The Department of Public Works, Division of Fleet Services requested a bid for Concentrated Motor Oil Additive on February 5, 2015. An Invitation for Bid for the Concentrated Motor Oil Additive 2015 was opened on March 17, 2015 and one (1) bid was received.

The Department of Public Works, Division of Fleet Services recommends awarding the bid submitted to the only bidder, BG Services, Inc. for the term from 4-13-15 to 4-12-16. Expenditure for this should be \$12,000.00 subject to budgetary limitations.

Account String Charged: 101-0067-5201-9999-999999

Funds spent in 2014: \$6,571.93

This Bill proposes to award the bid based on the recommendation of Department of Public Works, Division of Fleet Services.

Bid Tabulation Attached:

BID TABULATION-CONCENTRATED MOTOR OIL ADDITIVE SYSTEM 2015

CONCENTRATED MOTOR OIL ADDITIVE SYSTEM 2015 BID OPENING 3-17-15		BG SERVICES 400 AXMINSTER DR FENTON MO 63026
PRICE PER ADDITIVE CAN \$	\$9.50	
OUNCES PER CAN	11	
NOTARIZED WORK AFFIDAVIT COMPLETED	YES	
COPY OF INSURANCE PROVIDED	YES	
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	YES	
COOPERATIVE BID FORM (Y/N)	YES	
COOPERATIVE CONTACT INFO:	YES	
COMPANY INFORMATION AND SIGNATURE	YES	
BID DEPOSIT REQUIRED	N/A	
COMMENTS:		

From: Jason Jonas/JEFFCO
To: Vickie Pratt/JEFFCO@JEFFCO
Cc: Erin Lawson/JEFFCO@JEFFCO

Date: Thursday, February 05, 2015 10:48AM
Subject: Re: CONTRACTS EXPIRING ON OR BEFORE 6-30-15

Vickie,

Please proceed with FY2015 Q2 PW contracts as follows:

LET EXPIRE:

C12BUTCHERBRANCH - LET EXPIRE
 C13FOUNTCTYRDBRD - LET EXPIRE
 C14GRAVOISRDIMP - LET EXPIRE
 C14GRAVOISRDPAVE - LET EXPIRE
 C14HIGHRIDGEBLVDPV - LET EXPIRE
 C14OLDRTE141PAVE - LET EXPIRE
 C14SECKMANRDPAVE - LET EXPIRE
 C142950LEOPYLERD - LET EXPIRE
 C14SAFETYTSHIRT - LET EXPIRE
 C14STRUCTURALCONC - LET EXPIRE
 C14TOMAHAWKVOGEL - LET EXPIRE
 C14DIAMONDBMMOWER - LET EXPIRE
 C13SHERIFFVEHICLE - LET EXPIRE
 C14WILSONHOLLOW - LET EXPIRE

RENEW:

added Hrs
 -10/3-12 C14AUTOPARTS - RENEW - \$100,000.00 LIMIT
 C14CONEQUIPSUPPLY - RENEW - \$400,000.00 LIMIT - agenda 2-23-15
 -10 C14ELEVATORMAINT - RENEW - \$25,000.00 LIMIT - agenda 4-
 2-10/3-12 C14EQUIPOPERATOR - RENEW - \$15,000.00 LIMIT
 2-10 C14MOTOROIL - RENEW - \$50,000.00 LIMIT
 C14SAFETYSUPPLIES - RENEW - \$15,000.00 LIMIT - agenda 2-23-15
 2-10 C14TRAFFIC - RENEW - \$25,000.00 LIMIT
 C14TRUCKPARTS - RENEW - \$150,000.00 LIMIT - agenda 2-23-15 ? 3-9-15
 2-10/3-12 C14WELDING - RENEW - \$25,000.00 LIMIT

AWARD:

added
 2-9 C14BITUMINOUS - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE
 2-9 C14CORMETCULVERT - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE
 9-15 C14CRUSHEDSTONE - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE
 2-9 C14READYMIX - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE
 2-9 C14ROADWAYSIGNS - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE
 2-9 C14SAFETYVESTS - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE

REBID:

see arch 17 march 17
 C14PERFORMANCEFUEL - REBID WITH SAME SPECS - \$12,000.00 LIMIT
 C14CONCENTRATEDOIL - REBID WITH SAME SPECS - \$12,000.00 LIMIT
 C14CALCHLORIDE - REBID WITH NEW SPECS - \$15,000.00 - let expire 3-5-15 g Jonas
 C14GUARDRAIL - REBID WITH NEW SPECS - \$50,000.00
 C14INSTALLEQUIP - REBID WITH NEW SPECS - \$25,000.00 - let expire 3-5-15 g Jonas
mil 7



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

EXHIBIT

A

Invitation for Bid: CONCENTRATED MOTOR OIL
ADDITIVE SYSTEM 2015

Date Issued: 2-10-15

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, MARCH 17, 2015, AT 2:00 P.M. LOCAL TIME.

Specification

Contact:

DAVID MIKUSCH
 Department of Fleet Services
 636-797-6017
 dmikusch@jeffcomo.org

Contract

Contact:

VICKIE PRATT
 Department of Administrative Services
 636-797-5380

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)

**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:**

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.

BG Services

Company Name

Craig Wagner

Authorized Agent (Print)

400 Administrator Dr

Address

Craig Wagner

Signature

Fenton MO 63024

City/State/Zip Code

Director of Operations

Title

636-651-3083

Telephone #

3/10/15

Date

59-3446873

Tax ID #

Craig.wagner@bgservices.biz

E-mail

636-651-3095

Fax #

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REQUIRED DOCUMENTS

1. **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)
- 2a. **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
- 2b. **A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.**
3. **A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)**
4. **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)**
5. **Cooperative Bid Form (last page)**
6. **All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
7. **Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***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: aw"

1.1 BID SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all 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.jeffcommo.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 PROCUREMENT ACT:

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 Craig Wagner (Name of Business Entity Authorized Representative) as Director of Operations (Position/Title) first being duly sworn on my oath, affirm BG Services (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 BG Services (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 BG Services (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 County of Jefferson (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.)

Craig Wagner
Authorized Representative's Signature

Craig Wagner
Printed Name

Director of Operations 3/16/15
Title Date

Subscribed and sworn to before me this 10th of 03/2015. I am
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on 3/28/18.
(NAME OF STATE) (DATE)

Lisa M Singer 3/10/15
Signature of Notary Date



LISA M. SINGER
My Commission Expires
March 25, 2018
St. Louis County
Commission #14788142

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that BG Services (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.

Craig Wagner
Authorized Business Entity
Representative's Name
(Please Print)

Craig Wagner
Authorized Business Entity
Representative's Signature

BG Services, Inc.
Business Entity Name

3/10/13
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

Request for Bid:

This request for bid is for the purchase of a **Concentrated Motor Oil Additive System** designed to protect vehicle engines under adverse operating systems. Any concentrated motor oil additive must meet the following specifications:

- 1.) An increase in the end point (minutes) by Thin Film Oxidation Uptake Test (TFOUT), ASTM D4742 for API SN/ ILSAC GF-5 motor oils by a minimum of 75% on average when the oil additive is used at the recommended treatment level. The 75% increase would be based on a random sampling of motor oils with at least ten different motor oils used in the evaluation.
- 2.) An increase in Total Base Number (TBN) as measured by ASTM D2896 by 2 ml 0.1N KOH when the additive is used at the recommended treatment level in an API SN/ILSAC GF-5 motor oil.
- 3.) A demonstrated reduction in deposit formation by the TEOST MHT-4 method.
- 4.) The additive will not include any components considered harmful to the environment such as chlorinated or lead-based compounds.

PRICE PER ADDITIVE CAN \$ 9.50

OUNCES PER CAN 11

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2015:

BG Services
Company Name

County of Jefferson, State of Missouri

Craig Wagner
Signature
Craig Wagner
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____

400 Axminster Drive
Fenton MO 63026

Phone: 636-651-3083

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.

[Signature]
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor

COOPERATIVE BID FORM

Bid Name: Concentrated Motor Oil additive System 2015

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes ☒ No ☐

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ 100.⁰⁰

BY: Craig Wagner

TITLE: Director of operations

COMPANY: BG Services, Inc

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-651-3083 E-mail craig.wagner@bgservices.com

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI



BG Services, Inc.

March 12, 2015

Jefferson County
Department of Administrative Services
729 Maple St PO Box 100
Hillsboro Mo 63050

To whom it may concern:

BG Services does not owe any real or personal property taxes in Jefferson County

A handwritten signature in cursive script that reads "Craig Wagner".

Craig Wagner
Director of Operations
BG Services

A handwritten signature in cursive script that reads "Lisa Singer".



LISA M. SINGER
My Commission Expires
March 25, 2018
St. Louis County
Commission #14788142

26 (Policy Provisions: WC 00 00 00 B)

20

BU INFORMATION PAGE

WBC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: SEE ATTACHED ENDORSEMENT

NCCI Company Number:

19666

Company Code: 9



POLICY NUMBER:
Previous Policy Number:

84 WBC BU2026

84 WBC BU2026

HOUSING CODE: SA

1. Named Insured and Mailing Address: BG SERVICES, INC.
(No., Street, Town, State, Zip Code)

FEIN Number: 593446873

C/O CRAIG WAGNER 400 AXMINSTER DR.
FENTON, MO 63026

State Identification Number(s):

The Named Insured is: CORPORATION

Business of Named Insured: AUTO PARTS & SUPPLIES DISTRIB

Other workplaces not shown above: SEE ATTACHED SCHEDULES

2. Policy Period: From 12/15/14 To 12/15/15
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: CHARLES L CRANE AGENCY COMPANY

100 NORTH BROADWAY SUITE 900
ST LOUIS, MO 63102

Producer's Code: 530483

Issuing Office: THE HARTFORD

8711 UNIVERSITY EAST DRIVE
CHARLOTTE NC 28213
(877) 853-2582

Total Estimated Annual Premium: \$6,286

Deposit Premium:

Policy Minimum Premium: \$778 MO (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Suean L. Castaneda

Authorized Representative

09/27/14

Date

INFORMATION PAGE (Continued)

Policy Number: 84 WBC BU2026

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: IL (SP0), MO (SP0).

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$500,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 99 00 05 WC 00 04 06 WC 00 01 14 WC 00 04 21C WC 00 04 22A
SEE ENDT

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
--	--	--	---

(SEE ATTACHED SCHEDULES)

INCREASED LIMITS PART TWO (9807)	54
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)	46
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	6,821
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION	6,138
SCHEDULE MODIFICATION	-610
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	5,528
PREMIUM DISCOUNT	-16
EXPENSE CONSTANT (0900)	280
TOTAL ESTIMATED STATE SURCHARGE	341
TERRORISM (9740)	153
CATASTROPHE (9741)	0
TOTAL ESTIMATED ANNUAL PREMIUM	6,286

Total Estimated Annual Premium:	\$6,286
Deposit Premium:	
Policy Minimum Premium:	\$778 MO (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number: 911647052 /

Labor Contractors Policy Number:

NAICS:
SIC: 5013



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: HARTFORD ACCIDENT AND INDEMNITY COMPANY

Company Code: 5

Policy Number: 84 WBC BU2026 **Schedule Number:** 01-12-01

Effective Date: 12/15/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

BG SERVICES, INC.

NO SPECIFIC LOCATION

IN STATE OF IL

NAICS:

SIC: 5013

NO. OF EMPL:

FEIN: 593446873

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis	Rates Per \$100 of Remuneration	Estimated Annual Premium
	Total Estimated Annual Remuneration		
8742	IF ANY	.37	
SALESPERSONS OR COLLECTORS - OUTSIDE			

TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			46
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			46
INTERSTATE EXPERIENCE MODIFICATION 911647052			.900
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			41
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			41
EXPENSE CONSTANT (0900)			280
IL INDUSTRIAL COMMISSION SURCHARGE 1.01 PERCENT			3
TERRORISM (9740)	0	.040	0
CATASTROPHE (9741)	0	.010	0
TOTAL ESTIMATED ANNUAL PREMIUM			324

Countersigned by _____

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 09/27/14

Policy Expiration Date: 12/15/15



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: TRUMBULL INSURANCE COMPANY

Company Code: H

Policy Number: 84 WBC BU2026 **Schedule Number:** 01-24-01

Effective Date: 12/15/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

BG SERVICES, INC.

400 AXMINSTER DR

FENTON

MO 63026

NAICS:

SIC: 5013

NO. OF EMPL: 23

FEIN: 593446873

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
7380 DRIVERS, CHAUFFEURS, MESSENGERS, AND THEIR HELPERS NOC - COMMERCIAL	IF ANY	3.57	
8046 AUTOMOTIVE REPLACEMENT PARTS DISTRIBUTORS - WHOLESALE	134,300	1.60	2,149
8742 SALESPERSONS OR COLLECTORS - OUTSIDE	1,239,600	.35	4,339
8810 CLERICAL OFFICE EMPLOYEES NOC	155,000	.15	233

Countersigned by _____ Authorized Representative



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: TRUMBULL INSURANCE COMPANY

Company Code: H

Policy Number: 84 WBC BU2026 **Schedule Number:** 01-24-01

Effective Date: 12/15/14 **Effective hour** is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

BG SERVICES, INC.

400 AXMINSTER DR

FENTON

MO 63026

NAICS:

FEIN: 593446873

UIN:

SIC: 5013

NO. OF EMPL: 23

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
TOTAL CLASS PREMIUM			6,721
INCREASED LIMITS PART TWO (9807) .80 PERCENT			54
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			6,775
INTERSTATE EXPERIENCE MODIFICATION 911647052			.900
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			6,097
MO - SCHEDULE MODIFICATION (0.900) (9887)			-610
PREMIUM ADJUSTED BY SCHEDULE MODIFICATION			5,487
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			5,487
PREMIUM DISCOUNT .3 PERCENT			-16
MISSOURI SURCHARGE 3.00 PERCENT			169
MISSOURI 2ND INJ FUND SUPP SURCH 3.00 PERCENT			169
TERRORISM (9740)	1,528,900	.010	153
TOTAL ESTIMATED ANNUAL PREMIUM			5,962

Countersigned by _____

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 09/27/14

Policy Expiration Date: 12/15/15

EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4W4-04-38

B U S I N E S S O W N E R S D E C L A R A T I O N S

POLICY PERIOD: FROM 12/15/14 TO 12/15/15

* POLICY NUMBER *
* 4 W 4 - 0 4 - 3 8 ---15 *

N A M E D I N S U R E D :

P R O D U C E R :

BG SERVICES, INC.
C/O CRAIG WAGNER
400 AXMINISTER DR
FENTON MO 63026-2991CHARLES L. CRANE AGY/ST LOUIS
100 N BROADWAY STE 900
SAINT LOUIS MO 63102-2736

D I R E C T B I L L

AGENT: AK 7537
AGENT PHONE: 314-241-8700

I N S U R E D I S : C O R P O R A T I O N

Business Desc: AUTO PARTS/SUPPLY DISTRIB

In Return for the Payment of the Premium, & Subject to all the Terms of This Policy, We Agree with You to Provide the Insurance as Stated in this Policy.

P R O P E R T Y - B u s i n e s s o w n e r s C o v e r a g e F o r m

Refer to SECTION I-PROPERTY in the Businessowners Coverage Form and Any Schedule or Endorsements Attached.

L I A B I L I T Y & M E D I C A L P A Y M E N T S

Except for Damage to Premises Rented to You, Each Paid Claim for the Following Coverages Reduces the Amount of Insurance We Provide During the Policy Period. Refer To SECTION II-LIABILITY in the Businessowners Coverage Form, the Following Schedule and Any Attached Endorsements.

Limits of Insurance

Liability and Medical Expenses (Each Occurrence)	\$ 1,000,000
Medical Expenses (Per Person)	\$ 5,000
Other Than Products/Completed Operations Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Damage to Premises Rented to You (Any One Premises)	\$ 300,000

P R O P E R T Y L I A B I L I T Y & M E D I C A L P A Y M E N T S

The following Optional Coverages/Endorsements (and/or applicable limits) modifies insurance provided under Section I - Property and/or Section II Liability of the Businessowners Coverage Form.

Businessowners Extension Endorsement

See BP7100

*Businessowners Premium \$ 2648.00

*THE ABOVE PREMIUM MAY BE AN ADVANCE PREMIUM AND SUBJECT TO FINAL AUDIT (AND HAS BEEN AFFECTED BY THE FOLLOWING MODIFICATION FACTORS:
(Multiple Policy Discount, Number Of Stories Modification, Years In Premises Modification))

DATE OF ISSUE: 11/19/14 (BPP)

(CONTINUED)

FORM: BP7000A ED. 01-10

BPP 10/06/14

401

SJ

4W40438 1501

PAGE NO: 2

EMPLOYERS MUTUAL CASUALTY COMPANY
BG SERVICES INCPOLICY NO: 4W4-04-38---15
EFF DATE: 12/15/14 EXP DATE: 12/15/15

B U S I N E S S O W N E R S D E C L A R A T I O N S

FORMS APPLICABLE:

BP0003(07/13), BP0111(11/13), BP0157(10/08), BP0430(07/13),
BP0523(01/08), BP0542(01/08), BP1003(07/13), BP1203(01/10),
BP1478(07/13), BP1504(05/14)*, BP7001.2A(10/05), BP7001.3A(01/10),
BP7001.4A(01/10), BP7001A(01/10)*, BP7003(07/13), BP7100(07/13),
BP7197(08/08), BP8021(05/02), BP8065(07/13)*, BP8070(07/14)*,
BP8071(07/14)*, IL7004(12/12), IL7028(10/05), IL7131A(04/01)*,
IL7213.14(04/10), IL7215(04/10), IL7217(12/06), IL8383.5(01/08)*,
IL8384A(01/08), IL8548(04/10), IL8576(09/09)*

Refer to prior distribution(s) for any forms not attached

DATE OF ISSUE: 11/19/14 (BPP)

FORM: BP7000A ED. 01-10

10/06/14

401

SJ

4W40438

1501

EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4W4-04-38---15

BG SERVICES, INC.

EFF DATE: 12/15/14

EXP DATE: 12/15/15

B U S I N E S S O W N E R S P O L I C Y
D E C L A R A T I O N S

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
BP0003	07-13	BUSINESSOWNERS COVERAGE FORM	
BP0111	11-13	MISSOURI CHANGES	
BP0157	10-08	MO CHANGES - POLLUTION EXCLUSION	
BP0430	07-13	PROTECTIVE SAFEGUARDS	
BP0523	01-08	CAP/LOSSES/CERTIFD ACTS OF TERRORISM	
BP0542	01-08	EXCL OF PUNITIVE DAMAGES FOR TERRORI	
BP1003	07-13	EARTHQUAKE	
BP1203	01-10	LOSS PAYABLE PROVISIONS	
BP1478	07-13	EXCLUSION OF LOSS DUE TO BY-PRODUCTS	
		LOC: 001 BLDG: 001	
		DESCRIPTION OF RENTAL UNIT	
		933 N. LINDSEY AVE.	
		REPUBLIC, MO 65738-1216	
		LOC: 002 BLDG: 001	
		DESCRIPTION OF RENTAL UNIT	
		689 E. HINES STREET	
		REPUBLIC, MO 65738-1168	
*BP1504	05-14	EXCL-ACCESS/DISCLOSURE OF CONFIDENT	
BP7001.2A	10-05	BOP SCHEDULE-MISC PROP POL LEVEL COV	
BP7001.3A	01-10	BOP SCHEDULE-SEC II-LIAB AND MED PAY	
BP7001.4A	01-10	BOP SCHEDULE-MISC LIAB POL LEVEL COV	
*BP7001A	01-10	BOP AUTOMATED SCHEDULE	
BP7003	07-13	BOP QUICK REFERENCE	
BP7100	07-13	BUSINESSOWNERS EXTENSION ENDORSEMENT	
BP7197	08-08	EQUIPMENT BREAKDOWN ENDORSEMENT	
BP8021	05-02	BOP PROPERTY VALUATION INCREASE	
*BP8065	07-13	IMPORTANT NOTICE TO POLICYHOLDER	
*BP8070	07-14	IMPORTANT NOTICE TO POLICYHOLDER	
*BP8071	07-14	IMPORTANT NOTICE TO POLICYHOLDER	
IL7004	12-12	MUTUAL POLICY PROVISIONS	
IL7028	10-05	ASBESTOS EXCLUSION	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7213.14	04-10	MO EMPLOYMENT PRACTICES LIAB INS COV	
IL7215	04-10	EMPLOYMENT PRACTICES LIAB EXCLUSIONS	
IL7217	12-06	MO-ACKNOWLEDGMENT OF DEFENSE COSTS	
*IL8383.5	01-08	DISCL PURSUANT TERRSM RISK INS. ACT	
		PREMIUM THROUGH 12/31/14	\$ 1
		PREMIUM BEYOND 12/31/14	\$ 17
IL8384A	01-08	TERRORISM NOTICE	
IL8548	04-10	DISCLOSURE NOTICE DEFENSE COSTS-MO	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

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EMPLOYERS MUTUAL CASUALTY COMPANY
BG SERVICES, INC.

POLICY NUMBER: 4W4-04-38---15
EFF DATE: 12/15/14 EXP DATE: 12/15/15

T E R R O R I S M N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

For additional information, please contact your agent

DATE OF ISSUE: 11/19/14

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