

ORDINANCE NO.: 15-

INTRODUCED BY: COUNCIL MEMBER (s)

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 Buchheit Inc. and Craftwell &  
5 Dunnright Inc. for a term from 04-27-15 to 04-26-16 upon approval by the County  
6 Council and County Executive for the total amount up to **\$25,000.00** subject to budgetary  
7 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 Safety Shoes 2015

15 TERM

16 04-27-15 to 04-26-16

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 Up to **\$25,000.00**

20 subject to budgetary limitations

21 AWARDED BIDDERS

22 Buchheit Inc. (A1)

Craftwell & Dunnright Inc. (A2)

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

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

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity 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>Absent</u>
Council Member District 2, Renee Reuter	<u>Yes</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 27<sup>th</sup> 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 30<sup>TH</sup> 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: Katherni E. Missey

Reading Date: 04-27-2015

# CHECKLIST FOR BILLS

BILL NAME:	Safety Shoes 2015	BILL #:	
	TIME SENSITIVE _____	YES	NO N/A
	IN MEMORANDUM	DEPT.:	Public Works
1.	Contract term - The term should read that the contract will be awarded after approval and signature of both Jefferson County Executive and the awarded vendor for a time period specified on the bid.	<input checked="" type="radio"/> YES	NO N/A
2.	Amount of the award to reflect the actual amount previously spent, or an explanation for increases or decreases	<input checked="" type="radio"/> YES	NO N/A
3.	Account string(s) for the purchase	<input checked="" type="radio"/> YES	NO N/A
4.	Funds that were spent in the last year, if applicable \$: 9209.47 Start date: June 2014 End date: Feb 2015	<input checked="" type="radio"/> YES	NO N/A
	IN ADDITIONAL DOCUMENTATION		
5.	Any detailed information regarding the contract submitted by the Department Director or Elected Official overseeing the bid	<input checked="" type="radio"/> YES	NO N/A
6.	Bid tabulations - <input checked="" type="radio"/> Award or Renewal	<input checked="" type="radio"/> YES	NO N/A
7.	Exhibit(s), if applicable	<input checked="" type="radio"/> YES	NO N/A
8.	Renewal letter(s), if applicable	YES	NO <input checked="" type="radio"/> N/A
9.	Previous ordinance(s), if applicable	YES	NO <input checked="" type="radio"/> N/A
10.	Certificate of Insurance for potential awarded vendor(s)	<input checked="" type="radio"/> YES	NO N/A
11.	E-Verification for potential awarded vendor(s)	<input checked="" type="radio"/> YES	NO N/A
12.	Delinquent Taxes	YES	<input checked="" type="radio"/> NO N/A
13.	Letter stating vendor(s) does not own any real or personal property in Jefferson County	YES	<input checked="" type="radio"/> NO <input checked="" type="radio"/> N/A



# 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.jeffcomo.org](http://www.jeffcomo.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: 4-8-15

Subject Matter of Proposed Bill: **SAFETY SHOES 2015, BUCHHEIT INC. AND CRAFTWELL AND DUNNRIGHT INC., \$25,000.00**

Council District(s) Affected: All

County Department(s) Affected: All

---

### SUMMARY

The Department of Public Works requested a bid for Safety Shoes on February 25, 2015. An Invitation for Bid for the Safety Shoes 2015 was opened on March 31, 2015 and two (2) bids were received.

**The Department of Public Works recommends awarding the bid submitted to all the bidders, Buchheit Inc. and Craftwell and Dunnright Inc. for the term from 4-24-15 to 4-26-16. Expenditure for this should be \$25,000.00 subject to budgetary limitations.**

Account String Charged: 200-0061-5422-9999-999999

Funds spent from June 2014 to February 2015: \$9,209.47

This Bill proposes to award the bid based on the recommendation of Department of Public Works.

**Bid Tabulation Attached:**

<b>SAFETY SHOES 2015 BID OPENINGS 3-31-15</b>	<b>BUCHHEIT INC.</b>	<b>CRAFTWELL &amp; DUNNRIGHT INC.</b>	<b>QUILL</b>
	200 RIVERVIEW HERCULANEUM, MO 63048	520 C BAILEY RD. CRYSTAL CITY, MO 63019	100 SHELTER ROAD LINCOLNSHIRE, IL 60069
VENDORS OFFER TO GIVE A ____% DISCOUNT OFF THE REGULAR PRICE TO ALL INDIVIDUAL EMPLOYEES	10.00%	20.00%	NO BID
NOTARIZED WORK AFFIDAVIT COMPLETED	YES	YES	
COPY OF INSURANCE PROVIDED	NO	YES	
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	NO	YES	
COOPERATIVE BID FORM (Y/N)	Y	Y	
COOPERATIVE CONTACT INFO:	YES	YES	
COMPANY INFORMATION AND SIGNATURE	YES	YES	
BID DEPOSIT REQUIRED	N/A	N/A	
<b>COMMENTS:</b>			



PLEASE COMPLETE FORM AND RETURN TO CONTRACTS AND GRANTS. FAX 636-797-5067 OR EMAIL:  
vpratt@jeffcomo.org, msauer@jeffcomo.org, and mdonnell@jeffcomo.org

Call with any questions: 636-797-5380

**CHECK ONE OPTION**

<input checked="" type="checkbox"/> <b>AWARD</b> <input type="checkbox"/> <b>REJECT</b> <input type="checkbox"/> <b>CHANGE ORDER</b>			
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.			
DATE	04/08/2015	DEPARTMENT	PUBLIC WORKS
CONTACT NAME	MATT MCANALLY	PHONE NUMBER	(636) 797-5557
BID NAME	SAFETY SHOES 2015	BID OPENING DATE	02/25/2015
<b>TIME SENSITIVE</b>	If yes, explain:		
AWARD BID REJECT BID CHANGE ORDER ____ (give detailed information )	AWARD BID TO THE TWO FOLLOWING VENDORS:		
	BUCHHEIT INC., 200 RIVERVIEW		
	HERCULANEUM, MO. 63048		
	CRAFTWELL & DUNNRIGHT INC., 520 C BAILEY RD.		
	CRYSTAL CITY, MO. 63019		
ANNUAL EXPENDITURE	\$25,000		
ACCOUNT STRING(S) TO CHARGE	200-0061-5422		
TERM OF CONTRACT			
COMMENTS (give detailed information and attach any documentation if needed)	*Buchheit Inc. is a current vendor under C14MISCSUPPLIES		
	contract and claims to have already paid tax receipts and		
	copy of insurance.		



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

EXHIBIT

A1

Invitation for Bid: **SAFETY SHOES 2015**

Date Issued: **2-25-15**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, MARCH 31, 2015, AT 2:00 P.M. LOCAL TIME.

**Specification**

**Contact:**

**MATT MCANALLY**

Department of Public Works

636-797-5557

mmcanally@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.

Buchheit Inc.

Kymm A. Frolos

Company Name

Authorized Agent (Print)

200 Riverview

Kymm A. Frolos

Address

Signature

Herculaneum, MO 63048

Department Manager

City/State/Zip Code

Title

636-475-6020

3/30/15

43-1588924

Telephone #

Date

Tax ID #

Cash08@buchheits.com

636-479-9505

E-mail

Fax #

## TABLE OF CONTENTS:

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

### \*REQUIRED DOCUMENTS\*

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

\* *Buchheit's* (County must be added as additional insured if awarded)  
*Certificate of Insurance is on file at Jefferson County*

- 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 \* *on file with Jefferson County already*

- 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" INITIALS: \_\_\_\_\_

**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 set out 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 set out 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.jeffcom.org](http://www.jeffcom.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.

*# On file with Jefferson County already*

**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](http://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 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.

Copy of original affidavit attached

**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 \_\_\_\_\_ (Name of Business Entity Authorized Representative) as  
\_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm  
\_\_\_\_\_ (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/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  
\_\_\_\_\_ (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/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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_ I am  
(DAY) (MONTH, YEAR)

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

\_\_\_\_\_ and my commission expires on \_\_\_\_\_  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

# 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 Buchat of Harlan, Inc. (Name of Business Entity Authorized Representative) as Reid W. Law, Secretary (Position/Title) first being duly sworn on my oath, affirm Buchat of Harlan, Inc. (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/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 Buchat of Harlan, Inc. (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/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.)

Reid W. Law  
Authorized Representative's Signature

Reid W. Law  
Printed Name

Secretary  
Title

6/24/2014  
Date

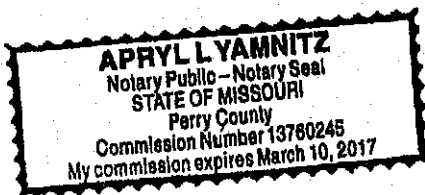
Subscribed and sworn to before me this 24 of June, 2014. I am  
(DAY) (MONTH, YEAR)

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

Missouri, and my commission expires on March 10, 2017.  
(NAME OF STATE) (DATE)

Apryl L. Yamnitz  
Signature of Notary

6-24-14  
Date



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Buchheit, Inc (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.

Kymm A Frolos  
Authorized Business Entity  
Representative's Name  
(Please Print)

Kymm A Frolos  
Authorized Business Entity  
Representative's Signature

Buchheit, Inc.  
Business Entity Name

3-30-15  
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](mailto: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

# SAFETY SHOES

### GENERAL REQUIREMENTS

This bid is for the purchase of work place "Safety Shoes". The County has a safety program that provides steel toe safety shoes to certain County employees. The County provides a set allowance for each employee to purchase these safety shoes. Any amount that exceeds the payment voucher will be the responsibility of the employee to reimburse the bidder at the time of sale. The purchases will be at the supplier's retail locations by County employees. Suppliers will agree to accept a Safety Shoe Authorization Form as a credit toward the purchase and direct bill the County the amount credited toward the sale. The Supplier must have a retail location in Jefferson County that sells and services safety shoes.

The County reserves the right to purchase safety shoes at any supplier when the County determines it is in its best interest due to pricing, or when requirements exceed these guidelines, or for special items, which are normally only a custom item.

### INVOICE AND PAYMENT

Authorized County Employees will be provided a Safety Shoe Authorization Form, which will specify the type of safety shoe, amount that the County will pay, employee name, authorized signature, an expiration date and any other terms or conditions of the purchase. The supplier will direct bill the County for an amount not to exceed the authorized amount. Supplier shall submit statements with original copy of invoice showing the employee name, item description, and purchase price. Any excess cost is to be paid by the employee.

### SHIPMENTS/PICK-UPS

No merchandise should be released unless signed for with a readable signature by the person designated on the authorization form.

## **Bid**

Supplier/Bidders will include a copy of the safety shoe product catalog that they will offer and a listing of their retail locations. Multiple vendors may be selected for the convenience of the County employees. It is estimated that an annual volume of 120 pair of safety shoes are purchased under this program. There is no guarantee of the annual volume.

Vendor offers to give a 10 % discount off the regular price to all individual employees.

By signing and returning this bid, the vendor agrees to participate in the County's Safety Shoe purchase program.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 30<sup>th</sup> day of March 2015:

Buchheit Inc.  
Company Name

County of Jefferson, State of Missouri

Kymm A Frolos  
Signature  
Kymm A Frolos  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address: \_\_\_\_\_

200 Riverview  
Herculaneum, MO 63048

Phone: 636-475-6020

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: Safety Shoes 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: \$ \_\_\_\_\_

BY: Kymma Frolos Kymma Frolos  
TITLE: Department Manager  
COMPANY: Buchheit, Inc.

#### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-475-6020 E-mail Cash08@buchheits.com

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

Buchheit, Inc. offers over fifty different safety shoes. The following is just a few to show the variety Buchheit offers.



**\$159.99**

Sierra offers maximum durability for the harshest conditions. The Extreme Durability platform is the best choice for high heat and high abrasion occupations like welding and railroad.

- • ATS Technology provides all day stability and comfort
- • High heat resistant outsole, and oil-and-slip resisting Duratread™ outsole.

- • Steel Safety Toe
- • Wide Square Toe
- • Premium full-grain leather upper.
- • Six-row stitch pattern.
- • Goodyear™ welt construction.
- • 90 degree heel.
- • Safety toe is ATSM F2413-11 M/I/75 C/75 EH rated.



**\$164.99**

The rugged Rambler work boots are built on a heavy-duty, non-marking, non-tracking outsole with excellent oil and chemical resisting properties. Ariat's ATS® stability technology combined with this durable, slip resisting PVC sole provides a strong foundation for a hard day's work. Features a distinctive wide square toe shape and unlined shaft with exposed out-seam construction. Steel

toe is ASTM F2413-11 M I/75 C/75 EH rated.





**\$139.97**

**Description:**

Our customer-favorite Hyperion collection charges forward this season with the addition of this low, waterproof work boot. With a lower profile that's crafted for a greater range of flexibility, anti-fatigue comfort technology and rugged Vibram® outsole, this boot is packed with performance and modern

styling.

**Details:**

- Premium leather/fabric upper with waterproof membrane for extreme abrasion resistance and dry feet
- Timberland PRO® rubber "double toe" and Ever-Guard™ leather heel and instep overlays for increased abrasion resistance and durability
- Cement construction for flexibility and reduced break-in time
- Lightweight molded EVA midsole for athletic performance
- Mesh lining with antimicrobial treatment for odor control
- Fiberglass shank for structural support
- Vibram® outsole for durability and traction
- Dual-density Anti-Fatigue Technology absorbs shock and returns energy at key zones of the foot
- Alloy toe shaped on TITAN® XL last for lightweight protection and a generous fit
- Imported



**\$99.97**

**Description:**

Athletic styling gives these men's Timberland PRO® work shoes a modern look that brings modern style to the work site. Alloy safety toes, breathable mesh linings, static-dissipative performance and anti-fatigue technology come together for the ultimate in low-profile comfort and protection.

**Details:**

- Premium microfiber, leather and rugged breathable mesh uppers
- Alloy safety toe for lightweight protection
- Cement construction for flexibility and reduced break-in time
- Mesh lining with antimicrobial treatment for odor control and comfortable feet

- Conductive polyurethane midsole for consistent static-dissipative performance
- Fiberglass shank for structural support
- Anti-fatigue technology is built into the outsole
- New Timberland PRO® polyurethane outsole is abrasion-resistant and non-marking
- Imported

**\$129.99**



**Description:**

Our Timberland PRO® TITAN® collection meets or exceeds ASTM standards and is designed for hard working service professionals.

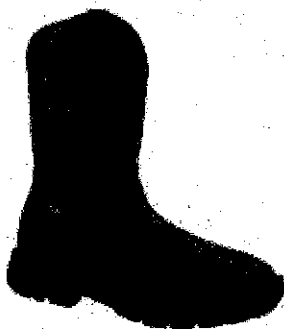
Providing lightweight, durable protection for a wide variety of uses, the TITAN® workboot brings together the TITAN® safety toe, the PowerFit™ comfort system and a breathable, moisture-wicking air

mesh lining. It's no surprise that it's become one of our most popular and versatile collections.

**Details:**

- Polyurethane midsole provides lightweight, durable cushioning
- Padded collar for comfort
- Soft leather to minimize break-in time
- Moisture-channeling spacer mesh comfort lining with antimicrobial treatment keeps foot dry and comfortable
- Nylon diffusion shank for torsional rigidity
- TITAN® alloy safety toe for lightweight protection and roomy fit
- Contoured open-cell polyurethane footbed with Outlast® Adaptive Comfort® temperature-regulating technology sock cover keeps your foot drier
- Cast metal top stud hooks
- Timberland PRO® rubber outsole is abrasion-, slip- and oil-resistant
- Imported

**\$169.99**



**Full-grain leather upper**

- Wave mesh lining
- Ortholite™ footbed
- Compression molded EVA midsole with lightweight stabilizer
- Oil, slip and abrasion resistant rubber outsole
- Goodyear™ welt construction
- Steel toe rated ASTM F2413-11 M I/75 C/75 EH



**\$142.99**

- Genuine full-grain leather means extra strength and instant comfort
- Dri-lex® lining wicks away sweat and keeps skin dry and comfortable
- Removable double density footbed adds cushioning and stability
- Rubber midsole
- Classic Goodyear welt construction is sturdy and flexible
- Lightweight nylon shank fights fatigue
- Steel-Toe rated ASTM F2413-11 M I/75 C/75 EH



**\$99.97**

- Full-grain leather upper
- Breathable CK mesh lining
- Flexible, athletic Contour Welt® construction moves with you
- Removable, full-cushion Wolverine Multishox® footbed for all-day comfort and support
- Lightweight PU midsole
- Reliable grip from slip, oil and abrasion-resistant Multishox® lugged rubber outsole
- Steel-toe rated ASTM F2413-11 M I/75 C/75 electrical hazard



**\$164.99**

- All Over Tan Distressed Waterproof Leather
- 12" Height
- Breathable Waterproof Membrane
- Cambelle II Moisture Wicking Lining Treated with Agion Antimicrobial
- Removable Moisture Wicking Agion Treated Insole
- Mini-Lug Traction Outsole
- Steel Toe Meets ASTM I/75/C/75 Standards F2413-11
- Cowboy Heel



**\$184.99**

- Tan Distressed Waterproof Leather
- 12" Top
- Waterproof Membrane Bootie
- Broad Square STEEL Toe
- Gel-Flex Insert
- Work Welt Rubber Outsole
- Stockman Heel



**\$149.99**

Four layers of cushioning and a Dry-Core barrier provide comfortable waterproof protection. The all-leather upper has an extra wide padded collar. The outsole is oil and slip resistant, and the safety toe meets or exceeds ASTM standards F2413-11 M I/75 C/75 EH.

#### Features

- 90 Day Comfort Guarantee: we guarantee the comfort and support of our Quad technology. Love it for 90 days or your money back. [learn more](#)
- Dry-Core is our highly engineered, waterproof barrier that lines the entire boot for 100% protection that allows moisture to escape without letting water in, keeping you dry and comfortable all day long
- Full-grain leather upper with a padded collar for a classic design, rugged durability and comfort.
- Quad Comfort® technology is four layers of cushioning under foot for all day comfort and reduced foot fatigue
- Oil and slip resistant Quad outsole features a low lug design for improved traction both indoors and out
- Nylon shank
- 6" height
- 4.0 lbs per pair
- Steel safety toe meets or exceeds ASTM standard F2413-05 M I/75 C/75 EH. Electrical hazard (EH) footwear is manufactured with non-conductive electrical shock resistant soles and heels.



**\$134.99**

The rugged finish takes on a beautifully distressed look with hard use. A 100% waterproof membrane will keep your feet dry all day long.

Non-insulated with a steel safety toe.

- Copper Crazy Horse Leather Upper
- Steel Safety Toe Cap
- Waterproof SCUBALINER™
- Taibrelle Lined
- Electrical Hazard Rated
- Triple-Rib Steel Shank
- Welt Construction
- One Piece Rubber Lug Outsole



**\$149.99**

- Kharthoum Cigar Leather Upper
- Composite Safety Toe Cap
- Waterproof SCUBALINER™
- Mesh Lining
- Removable AG7™ Polyurethane Footbed
- Removable Kiltie
- Electrical Hazard Rated
- Triple-Rib Steel Shank
- Welt Construction
- Rubber Lug Outsole



**\$179.99**

Leather: Turbo Vegas Leather ①  
Construction: SuperSole® Welt ①  
Insole: DynaForce™ ①  
Last: 694 ①

Outsole: Horizon™ SuperSole® ①

Country Of Origin: Made in the USA with Imported Materials ①

Care Products: Boot Oil, Leather Protector

Shank: Fiberglass

Non-marking: Yes

Defined Heel: Yes-90 Degrees

- **EH** Electrical Hazard
- **ST** Steel Toe

**\$164.99**



Leather: Poplar Frontier Leather ①

Construction: Direct Attach ①

Insole: Texon® ①

Last: 800 ①

Outsole: TPU-PU Galaxy - Brown ①

Country Of Origin: Made in China ①

Care Products: Leather Protector

Shank: Non-metallic

Non-marking: Yes

Defined Heel: Yes

- **EH** Electrical Hazard
- **NT** Non-Metallic Toe



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/30/2014

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).

<b>PRODUCER</b> First State Insurance Agency 2001 William Street  Cape Girardeau MO 63703		<b>CONTACT</b> NAME: Tara Fischer PHONE (A/C, No. Ext): (573) 334-8100 FAX (A/C, No.): (573) 334-4877 E-MAIL: tfischer@fsia.bz ADDRESS:																						
<b>INSURED</b> Buchheit Enterprises, Inc. 33 PCR 540  Perryville MO 63775		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Liberty Mutual Insurance</td><td>23043</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance	23043	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Liberty Mutual Insurance	23043																						
INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> Enterprises 2014-2015	<b>REVISION NUMBER:</b>
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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TB2-Z41-433652-054	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
--	AUTOMOBILE LIABILITY			AI2-Z41-433652-044	10/1/2014	10/1/2015	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR	PIP-Basic \$				
		<input type="checkbox"/> CLAIMS-MADE	EACH OCCURRENCE \$				
	DED RETENTION \$		AGGREGATE \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA2-Z4D-433652-034	10/1/2014	10/1/2015	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Form #CG2026: Additional Insured - Designated Person or Organization with regards to the General Liability is attached.

<b>CERTIFICATE HOLDER</b>  Jefferson County Department of Admin Services 729 Maple Steet PO Box Hillsboro, MO 63050	<b>CANCELLATION</b>  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  Tara Fischer/TRF <i>Tara Fischer</i>
---	--

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

**Information for Parcel 10-9.0-30.0-4-001-009.01, Tax Year 2009**

Generated 04/08/15 at 14:01:57

**Parcel Information**

**Parcel Number:** 10-9.0-30.0-4-001-009.01 No images found

**Owner's Name:** BUCHHEIT FAMILY TRUST

**Mailing Address:**

**Site Address:**

**Prop Class:** Commercial Vacant

**Occupancy:** 1-Vacant Land

**School:** SCHR5

**Fire:**

**Ambulance:** AMBJP

**Road:** RODFS

**City:** CITHE

Payments	
Tax Billed	\$452.58
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$452.58
Amount Paid	<b>\$452.58</b>
Total Unpaid	\$0.00
Date Paid	12/09/2009
Paid By	BUCHHEIT FAMILY TRUST

**Payment History**

Tax Year	Total Due	Total Paid
2015	\$0.00	\$0.00
2014	\$493.08	\$493.08
2013	\$479.53	\$479.53
2012	\$465.17	\$465.17
2011	\$459.70	\$459.70
2010	\$449.47	\$449.47
2009	\$452.58	\$452.58
2008	\$454.51	\$454.51
2007	\$453.64	\$453.64
2006	\$378.70	\$378.70

**Legal Descriptions**

Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
PT FRL SEC 30	30 41 6				

**Related Names**

Name	Relationship				



**Related Names**

		<b>Deed Document Number</b>	<b>Deed Book</b>	<b>Deed Page</b>	<b>Deed Date</b>
BUCHHEIT FAMILY TRUST	Property Owner		0533	01230	

**No Address Information****Taxing Bodies**

<b>District</b>	<b>Tax Rate</b>	<b>Extension</b>
JOACHIM-PLATTIN AMB	0.2700	\$19.71
CITY OF HERCULANEUM	0.6437	\$46.99
JEFFERSON COLLEGE	0.3362	\$24.54
COUNTY TAX	0.0167	\$1.22
HEALTH UNIT TAX	0.0742	\$5.42
MENTAL HEALTH TAX	0.0929	\$6.78
PARK TAX	0.0279	\$2.04
FESTUS SPECIAL	0.1744	\$12.73
DUNKLIN SCHOOL	4.2008	\$306.66
JC DEV DISABILITIES	0.0929	\$6.78
STATE TAX	0.0300	\$2.19
MERCHANT SUR TAX	0.2400	\$17.52
<b>Total</b>	<b>6.1997</b>	<b>\$452.58</b>

**Assessments**

<b>Assessment Period</b>	<b>Appraised Land</b>	<b>Assessed Land</b>	<b>Appraised Building</b>	<b>Assessed Building</b>	<b>Appraised Total</b>	<b>Assessed Total</b>
Final Value	0	0	22,813	7,300	22,813	7,300
Form 11a	0	0	22,813	7,300	22,813	7,300
Prior Year	0	0	22,813	7,300	22,813	7,300

**Images**

No images found.



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

EXHIBIT

A2

Invitation for Bid: SAFETY SHOES 2015

Date Issued: 2-25-15

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, MARCH 31, 2015, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

MATT MCANALLY  
Department of Public Works  
636-797-5557  
mmcanally@jeffcomo.org

**Contract  
Contact:**

VICKIE PRATT  
Department of Administrative Services  
636-797-5380

**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:**

CRAFTWELL & DUNNRIGHT INC.

Company Name

GLENN G. GRAFF II

Authorized Agent (Print)

520 C BAILEY RD.

Address

Glenn G. Graff II

Signature

CRYSTAL CITY, MO 63019

City/State/Zip Code

PRESIDENT

Title

636-937-4200

Telephone #

3/2/15

Date

43-1670999 (FED)  
13112562 (STATE)

Tax ID #

glenngraff2@gmail.com

E-mail

636-937-4200

Fax #

## TABLE OF CONTENTS:

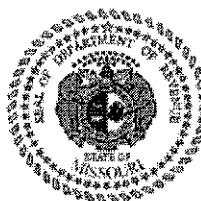
<b>Legal Notice and Invitation for Bid</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Bid Requirements</b>	<b>Page 3</b>
<b>Bid Response and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

### **\*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.**
- N/A 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**

TAXATION DIVISION  
P.O. BOX 3666  
JEFFERSON CITY, MO 65105-3666



**STATE OF MISSOURI**  
**Department of Revenue**

Telephone: (573) 751-9268

Fax: (573) 522-1265

E-mail: [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov)

CRAFTWELL & DUNNRIGHT INC  
CRAFTWELL & DUNNRIGHT INC  
720 MAPLE VALLEY DR  
FARMINGTON, MO 636401960

**DATE:** March 5, 2015  
**MISSOURI TAX ID NUMBER:**  
13112562

## CERTIFICATE OF NO TAX DUE

To Whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all sales or withholding tax due, including penalties and interest, or does not owe any sales and withholding tax, according to the records of the Missouri Department of Revenue as of March 4, 2015. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and does not limit the authority of the Director of Revenue to assess, and/or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Missouri Department of Revenue as a result of audit, review of the taxpayer's records, or determination of successor liability.

**THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.**

DIRECTOR OF REVENUE OR DELEGATE  
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Dwayne Maples".

Dwayne Maples  
Administrator, Business Tax

March 10, 2015  
Craftwell & Dunnright  
520C Bailey Rd.  
Crystal City, MO 63019

To whom it may concern,

This is to notify you that Craftwell & Dunnright and its owners Glenn G. Graff II and Rosanne L. Graff do not own real estate in the county of Jefferson in the state of Missouri.

*Glenn G. Graff II*

Glenn G. Graff II

*Rosanne L. Graff*

Rosanne L. Graff

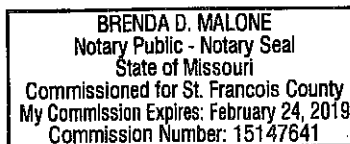
Subscribed and affirmed before me this

10th day of MARCH, 2015

Notary Signature Brenda D. Malone

County ST. FRANCOIS

State MISSOURI





**A Custom Insurance Policy Prepared for:**

**CRAFTWELL & DUNNRIGHT INC.  
720 MAPLE VALLEY DRIVE  
FARMINGTON MO 63640**

**Presented by: FIRST OPTION INSURANCE**



**Report Claims Immediately by Calling**

**1-800-238-6225**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

Unless Your Policy Requires **Written** Notice or Reporting

**STORE PAC**

**SHOE STORES**



One Tower Square, Hartford, Connecticut 06183

### RENEWAL CERTIFICATE

**COMMON POLICY DECLARATIONS**  
STORE PAC  
BUSINESS: SHOE STORES

**POLICY NO.:** 680-8D078812-15-42  
**ISSUE DATE:** 12/01/2014

**INSURING COMPANY:**  
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

**1. NAMED INSURED AND MAILING ADDRESS:**

CRAFTWELL & DUNNRIGHT INC.  
720 MAPLE VALLEY DRIVE  
FARMINGTON MO 63640

**2. POLICY PERIOD:** From 01/20/2015 to 01/20/2016 12:01 A.M. Standard Time at your mailing address.

**3. LOCATIONS:**

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
001	001	SHOE STORES	720 MAPLE VALLEY DR  FARMINGTON MO 63640
002	001	SHOE STORES	520 BAILEY RD  CRYSTAL CITY MO 63019

**4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES**

COVERAGE PARTS AND SUPPLEMENTS  
Businessowners Coverage Part

INSURING COMPANY  
ACJ

**5. The COMPLETE POLICY** consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

**6. SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
--------	---------------	------------------

**7. PREMIUM SUMMARY:**

Provisional Premium	\$	4,437.00
Due at Inception	\$	
Due at Each	\$	

**NAME AND ADDRESS OF AGENT OR BROKER**

**COUNTERSIGNED BY:**

FIRST OPTION INSURANCE CNN36  
10024 OFFICE CENTER AVE STE 202

SAINT LOUIS MO 63128

\_\_\_\_\_  
Authorized Representative

IL TO 25 08 01 (Page 1 of 01)

DATE: 12/01/2014

Office: ST LOUIS MO DOWN



PAID

## 2013 PERSONAL PROPERTY

ACCT # 319118  
VALUE 350  
TAX RT 6.556700

CRAFTWELL & DUNNRIGHT  
520 BAILEY RD  
CRYSTAL CITY, MO 63019

\*\* DATE PAID 12/18/2013 \*\*

<u>TAX DISTRICT</u>	<u>TAX</u>
CITY OF CRYSTAL	2.73
COUNTY TAX	0.10
CRYSTAL CITY SCHOOL	16.59
FESTUS SPECIAL	0.63
HEALTH UNIT TAX	0.26
JC DEV DISABILITIES	0.33
JEFFERSON COLLEGE	1.19
JOACHIM-PLATTIN AMB	0.58
MENTAL HEALTH TAX	0.33
PARK TAX	0.10
STATE TAX	0.11

**TOTAL TAXES** 22.95**TOTAL PAID** 22.95

PAID

## 2014 PERSONAL PROPERTY

ACCT # 319118  
VALUE 350  
TAX RT 6.561600

CRAFTWELL & DUNNRIGHT  
520C BAILEY RD  
CRYSTAL CITY, MO 63019

\*\* DATE PAID 12/10/2014 \*\*

<u>TAX DISTRICT</u>	<u>TAX</u>
CITY OF CRYSTAL	2.74
COUNTY TAX	0.08
CRYSTAL CITY SCHOOL	16.61
FESTUS SPECIAL	0.64
HEALTH UNIT TAX	0.27
JC DEV DISABILITIES	0.33
JEFFERSON COLLEGE	1.20
JOACHIM-PLATTIN AMB	0.56
MENTAL HEALTH TAX	0.33
PARK TAX	0.10
STATE TAX	0.11

**TOTAL TAXES** 22.97**TOTAL PAID** 22.97

ACCT # 319118

**2012 PERSONAL PROPERTY  
COUNTY OF JEFFERSON**

SITE ADDRESS

PERSONAL PROPERTY DESCRIPTION

BUSINESS VALUE

1

350

TAX RATE: 6.5403

TOTAL  
VALUATION 350\$19.10

\*\*\*\*\*AUTO\*\*5-DIGIT 63019

CRAFTWELL &amp; DUNNRIGHT

520 BAILEY RD

CRYSTAL CITY, MO 63019-1702

	TAX AMOUNT
STATE TAX	\$0.11
COUNTY TAX	\$0.11
HEALTH UNIT TAX	\$0.26
JOACHIM-PLATTIN AMB	\$0.56
JEFFERSON COLLEGE	\$1.19
CRYSTAL CITY SCHOOL	\$16.58
JC DEV DISABILITIES	\$0.33
PARK TAX	\$0.10
MENTAL HEALTH TAX	\$0.33
CITY OF CRYSTAL	\$2.70
FESTUS SPECIAL	\$0.62

TAX DUE	\$22.89
FILING PENALTY	\$0.00
TOTAL	\$22.89
INTEREST / PENALTY	\$0.00
FEES	\$0.00
AMOUNT PAID	\$0.00
TOTAL DUE IF PAID BY 12/31/2012	\$22.89

**BETH MAHN**COUNTY COLLECTOR  
HILLSBORO, MO 63050**NOTICE TO TAXPAYERS**

You can now pay your taxes on-line at our web site

<https://collector.jeffcomo.org>**KEEP THIS STATEMENT  
FOR YOUR RECORDS**

If you do not have Internet access, you can pay your taxes via IVR by calling 1-877-690-3729. You will be asked for your billing number, the amount due and the Jefferson County Jurisdiction Code, which is 3515.

On-line payments and IVR payments can be made with Visa, Master Card, American Express and Discover credit cards. For these payments, you will be charged a fee of 2.5% of the amount of your tax payment. Visa debit cards are accepted for a fee of \$3.95. You can also make your tax payments with e-check for a fee of \$1.50.

After authorization of your payment, you will be emailed a confirmation number that you should keep for your records. A paid tax receipt will be mailed to you, as the confirmation number is not valid at the license office. If you receive any other message, please contact our office at 636-797-5406 to verify that your payment was processed correctly.

**ALSO**

You can now renew your license plates on-line at the Missouri Department of Revenue's web site: [plates.mo.gov](http://plates.mo.gov)

DO NOT SEND THE UPPER HALF OF THE BILL. RETURN ONLY THE LOWER STUB WITH PAYMENT.

**1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: **G3**"

**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](http://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](http://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 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 CRAFTWELL & DUNNRIGHT  
GLENN G. GRAFF II (Name of Business Entity Authorized Representative) as  
PRESIDENT (Position/Title) first being duly sworn on my oath, affirm  
CRAFTWELL & DUNNRIGHT (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 SAFETY SHOES 2015  
(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  
CRAFTWELL & DUNNRIGHT (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  
SAFETY SHOES 2015 (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.)*

Glenn G. Graff II  
Authorized Representative's Signature

GLENN G. GRAFF II  
Printed Name

PRESIDENT  
Title

3/2/15  
Date

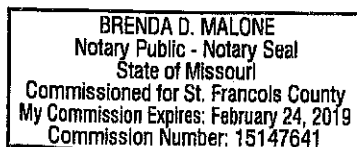
Subscribed and sworn to before me this 10th of MAR., 2015 I am  
(DAY) (MONTH, YEAR)

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

MISSOURI and my commission expires on 2-24-19.  
(NAME OF STATE) (DATE)

Brenda D. Malone  
Signature of Notary

3-10-15  
Date





Company ID Number: 857983

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the CRAFTWELL & DUNNRIGHT (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that CRAFTWELL & DUNNRIGHT (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.

GLENN G. GRAFF II

Authorized Business Entity  
Representative's Name  
(Please Print)

*Glenn G. Graff II*

Authorized Business Entity  
Representative's Signature

CRAFTWELL & DUNNRIGHT

Business Entity Name

3/2/15

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](mailto: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

# SAFETY SHOES

### GENERAL REQUIREMENTS

This bid is for the purchase of work place "Safety Shoes". The County has a safety program that provides steel toe safety shoes to certain County employees. The County provides a set allowance for each employee to purchase these safety shoes. Any amount that exceeds the payment voucher will be the responsibility of the employee to reimburse the bidder at the time of sale. The purchases will be at the supplier's retail locations by County employees. Suppliers will agree to accept a Safety Shoe Authorization Form as a credit toward the purchase and direct bill the County the amount credited toward the sale. The Supplier must have a retail location in Jefferson County that sells and services safety shoes.

The County reserves the right to purchase safety shoes at any supplier when the County determines it is in its best interest due to pricing, or when requirements exceed these guidelines, or for special items, which are normally only a custom item.

### INVOICE AND PAYMENT

Authorized County Employees will be provided a Safety Shoe Authorization Form, which will specify the type of safety shoe, amount that the County will pay, employee name, authorized signature, an expiration date and any other terms or conditions of the purchase. The supplier will direct bill the County for an amount not to exceed the authorized amount. Supplier shall submit statements with original copy of invoice showing the employee name, item description, and purchase price. Any excess cost is to be paid by the employee.

### SHIPMENTS/PICK-UPS

No merchandise should be released unless signed for with a readable signature by the person designated on the authorization form.

## **Bid**

Supplier/Bidders will include a copy of the safety shoe product catalog that they will offer and a listing of their retail locations. Multiple vendors may be selected for the convenience of the County employees. It is estimated that an annual volume of 120 pair of safety shoes are purchased under this program. There is no guarantee of the annual volume.

Vendor offers to give a 20 % discount off the regular price to all individual employees.

By signing and returning this bid, the vendor agrees to participate in the County's Safety Shoe purchase program.

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

CRAFTWELL & DUNNRIGHT  
Company Name

County of Jefferson, State of Missouri

Glenn G. Graff II  
Signature  
GLENN G. GRAFF II  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address: \_\_\_\_\_

520 C. BAILEY RD.

CRYSTAL CITY, MO. 63019

Phone: 636-937-4200

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: SAFETY SHOES 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: GLENN G. GRAFF II

TITLE: PRESIDENT

COMPANY: CRAFTWELL & DUNNRIGHT

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-937-4200 E-mail glenngraff2@gmail.com

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