

BILL NO.: 15-1134

ORDINANCE NO.: 15- 0599

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR PAPER SUPPLIES 2016; AND AUTHORIZATION FOR THE**
5 **COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
6 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
7 **PROPOSALS.**

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

11 **BID NAME**

12 Paper Supplies 2016

13 **NUMBER OF BIDS RECEIVED**

14 5

15 **DATE OF BID OPENING**

16 10-27-15

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Administrative Services has determined that certain bids and proposals

FILED

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NOV 30 2015

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bids and proposals to Quill Corporation and Midland
5 Paper for a term from 1-1-16 to 12-31-16 upon approval by the County Council and
6 County Executive for the total amount up to **\$60,000.00** subject to budgetary limitations.

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

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

12 BID NAME

13 Paper Supplies 2016

14 TERM

15 1-1-16 to 12-31-16

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$60,000.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Quill Corporation (A1)

22 Midland Paper (A2)

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

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

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

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

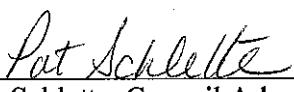
Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 23rd DAY OF November, 2015:

✓ PASSED FAILED



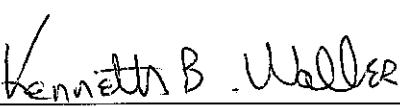
Renee Reuter, County Council Chair



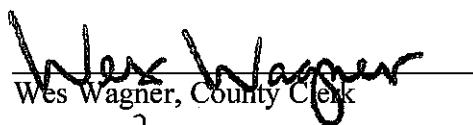
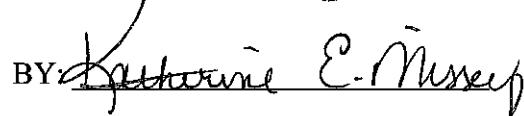
Pat Schlette
Pat Schlette, Council Administrative Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24th DAY OF November, 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: 

Reading Date: 11-23-2015



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

EXHIBIT

A1

Invitation for Bid: PAPER SUPPLIES 2016

Date Issued: 9-15-15

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 27, 2015, AT 2:00 P.M. LOCAL TIME.

Specification
Contact:

VICKIE PRATT
Department of Administrative Services
636-797-5380
vpratt@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:**

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

**Vendor
Information:**

SAMPLE ENVELOPE

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

SEALED BID: (BID NAME)

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

QUILL CORPORATION

MARTIN COCUSUPN

Company Name

Authorized Agent (Print)

100 SHELTER RD.

Mark C

Signature

LINCOLNSHIRE, IL 60069

National Sales Manager

Title

City/State/Zip Code

800-634-4809

9/29/2015

36-2952904

Telephone #

Date

Tax ID #

bid@quill.com

800-789-2016

Fax #

E-mail

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or
- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

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

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "**NO SUBSTITUTIONS**". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

A. (X)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. (X)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. (X)Required () Not Required **Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

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

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENTACT:

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

2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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

2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.



2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

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

Indicate: [] Individual: [] Partnership: Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of DELAWARE.

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 Martin Colburn (Name of Business Entity Authorized Representative) as Manager (Position/Title) first being duly sworn on my oath, affirm QUILL CORPORATION (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 - PAPER SUPPLIES (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 QUILL CORPORATION (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 - PAPER SUPPLIES (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.)

Martin Colburn
Authorized Representative's Signature

Martin Colburn
Printed Name

Manager
Title

9/29/15
Date

Subscribed and sworn to before me this 29th of September, 2015. I am

(DAY)

(MONTH, YEAR)

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

ILLINOIS

(NAME OF STATE)

and my commission expires on 2.28.17.

(DATE)

Lisa Totten
Signature of Notary

9.29.15
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

QUILL CORPORATION

I certify that QUILL CORPORATION (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.

MARTIN COBBMAN

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

QUILL CORPORATION

Business Entity Name

9/21/11

Date

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

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

AND

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

PAPER SUPPLIES SPECIFICATIONS

1. UOM (Unit of Measure) the following units of measure can only be used.
 - a. Ctn. (carton) must indicate number per carton.
 - b. M. (1000).
 - c. Bx. (box) must indicate number per box.
2. **Deliveries are to be NEXT DAY** service after order is placed. (Delivery times and Order time to be set with awarded vendors).
3. **Prices are ALL INCLUSIVE:** (Shipping, Handling, Delivery, and Assembly to locations specified by the County. Refer to section "2.4"). All prices are firm, this includes all CPI (Consumer Price Index) cost fluctuations.
4. **If the proposed unit of measure varies from the amount listed, mark through the listed amount and fill in the appropriate unit of measure to reflect the cost per unit of measure.**
5. **If the suggested manufacturer or the manufacturer item number is different, mark through the listed information to reflect the correct information.**

2016 PAPER SUPPLY BID

Our Item Number	Item Description	Suggested Manufacturer	Manuf. Item Number	Unit Of Measure	Estimated Annual Use	Unit Cost
10300	Envelopes - Coin Envelopes White Wove - Printmaster, SFI, #5-1/2, 24, 3-1/8 x 5-1/2, Gummed, Mailpoint Flap (500/Box, 5000/Ctn)	Quality Park	5170832	BOX	10	No Bid
10306	Envelopes - Booklet Envelopes, 6 x 9, White, #6-1/2, 24, 20M, Gummed, Wallet Flap (500/Ctn) Quill Bid - B6-1/2 24	National	2256159	BOX	19	9.99 BX
10307	Envelopes - 9 x 12 Catalog Envelopes Brown Kraft O ECS - Seville, SFI, #10-1/2, 28, 9 x 12, Kraft, Vellum, Gummed, Mailpoint Flap (250/Ctn) QE 9/12 28	Quill National	5252741	BOX	41	10.51 BX
10308	Envelopes - 6 x 8 3/4 Rugged Padded Mailer, Side Seam, 6 x 8 3/4, Light Brown, 25/Carton	Caremail	CML1143419	EACH	262	No Bid
10309	Envelopes - 8 1/2 x 12 Jiffylite Self- Seal Mailer, Side Seam, #2, 8 1/2 x 12, Golden Brown, 25/Carton	Seal Air Corp	SEL10187	EACH	87	No Bid
10310	Envelopes - 10 1/2x16 Padded Self-Seal Mailer, Side Seam, #5, 10 1/2x16, Golden Brown, 25/Carton	Seal Air Corp	SEL21489	EACH	111	No Bid
10311	Envelopes - 10 x 15 Catalog Envelopes Brown Kraft O ECS - #15, 10 x 15, Yellow, Gummed, Mailpoint Flap (500/Ctn)	National	2198401	BOX	4	No Bid
10313	Envelopes - #6-3/4, 3-5/8 x 6-1/2 Commercial Envelopes White Wove OSDS Chip Box - White, Gummed, (500/Box, 5000/Ctn) Quill Bid - WW 6 3/4 ES	National	33933	BOX	0	6.81 BX
10314	Envelopes - #10 Window, Commercial Window Left Hand Envelopes, 4-1/8 x 9-1/2, White, Gummed, Commercial Flap, (500/Box, 2500/Ctn) Quill Bid - WW 10 ES Quill	National	2140238	BOX	253	8.92 BX
10315	Envelopes - #9 Regular, Commercial Envelopes White, 3-7/8 x 8-7/8, Gummed, Commercial Flap (500/Box, 2500/Cm) Quill Bid - WW 9 ES	National	2139741	BOX	73	7.68 BX
10316	Envelopes - #10 Regular, Commercial Envelopes White, 4-1/8 x 9-1/2, Gummed, Commercial Flap (500/Box, 2500/Ctn) Quill Bid - WW 10 ES	National	2256150	BOX	261	6.65 BX
10317	Envelopes - #10 Window, Commercial Window Right Hand Envelopes, White, 4-1/8 x 9-1/2, Gummed, Commercial Flap, (500/Box, 2500/Ctn) Quill Bid - WW 10 ES Quill	National	2256120	BOX	47	8.93 BX
10319	Envelopes - #9 Window, Commercial Window Envelopes, White, 3-7/8 x 8-7/8, Gummed, Commercial Flap, Poly Window (500/Box, 2500/Ctn) WW 9 ES Quill	National	2256161	BOX	17	9.48 BX
10322	Envelopes - 7-1/2 x 10-1/2 Catalog Envelopes Brown Kraft - #6, 7-1/2 x 10-1/2, Gummed, Mailpoint Flap (500/Ctn)	National	2052540	BOX	1	No Bid
10323	Envelopes - 9 x 12 Catalog Envelope, Side Seam, 9 x 12, White, 250/Box Quill 9/12 9x12	National	2215036	BOX	10	16.72 BX
10330	Envelopes - Catalog Envelope - 9" x 12", 24.00 lb, Gummed, Wove, 250/Box, White Quill Bid - QE 9/12 24 W	Universal	UNV44104	BOX	15	9.28 BX
10700	Copy Paper - Letter 92 Brightness, 20lb, White, 500 Sheets/Ream, 10 Reams/Carton Quill Bid - 720700 CT \$32.90 CT	Universal	UNV21200	REAM	12389	3.29 RM
10701	Copy Paper - Letter 20lb, Pink, 500 Sheets/Ream, 10 Reams/Carton Quill Bid - 720507	Universal	UNV11224	REAM	24	3.81 RM

2016 PAPER SUPPLY BID

Our Item Number	Item Description	Suggested Manufacturer	Manuf. Item Number	Unit Of Measure	Estimated Annual Use	Unit Cost
10702	Copy Paper - Letter, 20lb, Canary, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11201	REAM	103	3.81/RM
10703	Copy Paper - Letter, 20lb, Goldenrod, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11205	REAM	15	3.81/RM
10704	Copy Paper - Letter, 20lb, Green, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11203	REAM	75	3.81/RM
10705	Copy Paper - Letter, 20lb, Blue, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11202	REAM	126	3.81/RM
10706	Copy Paper - Letter, 20lb, Buff, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11206	REAM	20	3.81/RM
10707	Copy Paper - Legal, 92 Brightness, 20lb, White, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV24200	REAM	12	4.53/RM
10711	Copy Paper - 11 x 17, 92 Brightness, 20lb, White, 500 Sheets/Ream, 5 Reams/Carton	Universal	UNV28110	REAM	22	7.41/RM
10713	Letterhead - 8-1/2 x 11, 20lb, White, 91 Bright, Perfect Laser, 25% Cotton Fibers, Watermarked, (500/Pkg, 5000/Ctn)	Capitol	2085221	REAM	0	NO BID
10800	Card Stock - Letter, 90#, White, 250 Sheets/Ream, 8 Reams/Carton	Springhill	2288912	REAM	4	7.08/PK
10802	Cover - Letter, 80#, 94 Brightness, Laser Capable, White, 250 Sheets/Ream, 8 Reams/Carton	Wausau	2276022	REAM	32	NO BID
10804	Card Stock - Letter, 90#, Buff, 250 Sheets/Ream, 8 Reams/Carton	Wausau	2288963	REAM	6	7.70/PK
10805	Card Stock - Letter, 65#, White, 250 Sheets/Ream, 10 Reams/Carton	Finch	6073124	REAM	15	4.54/PK
10806	Card Stock - Letter, 65#, Green, 250 Sheets/Ream, 8 Reams/Carton	Wausau	2288907	REAM	0	4.54/PK
10807	Card Stock - Letter, 110#, Cherry, 250 Sheets/Ream, 8 Reams/Carton	Wausau	2262297	REAM	1	NO BID
10810	Card Stock - Astroarche Vellum Cover, 65lb, Ancient Gold, 8-1/2 x 11, 250/Pkg	Astroarche	6055237	REAM	3	NO BID
10900	NCR Paper - Heavyweight, 20lb, 2 Part, Reverse, Letter (2/Set, 500/Pkg, 5000/Ctn)	Mead	2063251	REAM	167	NO BID
10901	NCR Paper - Heavyweight, 20lb, 3 Part, Reverse, Letter (3/Set, 501/Pkg, 5010/Ctn)	Mead	2241308	REAM	285	NO BID
10902	NCR Paper - Heavyweight, 20lb, 4 Part, Reverse, Letter (4/Set, 500/Pkg, 5000/Ctn)	Mead	2241305	REAM	353	NO BID

Invitation for Bid and Bid Form

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QUILL CORPORATION

Bidders Initiatives

2016 PAPER SUPPLY BID

Our Item Number	Item Description	Suggested Manufacturer	Manuf. Item Number	Unit Of Measure	Estimated Annual Use	Unit Cost
10903 5000/Ctn	NCR Paper - Heavyweight, 20lb, 4 Part, Straight, Letter (4/Set, 500/Pkg,	Mead	2216205	REAM	0	No Bid
10904 5000/Ctn	NCR Paper - Heavyweight, 20lb, 5 Part, Reverse, Letter (5/Set, 500/Pkg,	Mead	5060750	REAM	23	No Bid
10905 5000/Ctn)	NCR Paper - Heavyweight, 20lb, 5 Part, Straight, Letter (5/Set, 500/Pkg,	Mead	5062311	REAM	2	No Bid
10918 5000/Ctn	NCR Paper - Heavyweight, 20lb, 2 Part, Reverse, Legal (2/Set, 500/Pkg,	Mead	5202999	REAM	1	No Bid
10919 5010/Ctn	NCR Paper - Heavyweight, 20lb, 3 Part, Reverse, Legal (3/Set, 501/Pkg,	Mead	2241309	REAM	60	No Bid
10920 5000/Ctn	NCR Paper - Heavyweight, 20lb, 4 Part, Reverse, Legal (4/Set, 500/Pkg,	Mead	2230434	REAM	0	No Bid
10923	NCR Padding Compound - 1 Gallon, Liquid (4/Ctn)	Mead	5000301	GALLON	0	No Bid
10960	Crack-N-Peel - 8 1/2" x 11", Fluorescent Orange, 100/Pkg	Fasson	2249448	PACKAGE	0	No Bid
10972	Paper - 3 Hole Punch, Letter, 20#, 92 Bright, Smooth, Left, White, 500 Sheets/Ream, 10 Reams/Carton	Int'l Paper	2251795	REAM	96	4.29 RM
10980	Color Copy Paper - Letter, 28#, 100 Bright, Smooth, Photo White (500 Sheets/Ream, 8 Reams/Carton	NO SUBSTITUTE Hammermill	2312967	REAM	1	7.11 RM

*LARGE SHIPMENTS - TRUCK TAILGATE DELIVERY
SEE QUILL DELIVERY POLICY*

Quill Bid Response Form

Quill Bid#:

15-12174

Customer Bid#:

2016 PAPER SUPPLIES

Organization Name:

COUNTY OF JEFFERSON

Enterprise# :

10558820

Contact Name:

Vickie S. Pratt

Contact Phone#:

6367975382

Bid Type:

Item

Bid Open Date:

10/27/2015

Bid Open Time:

2:00 PM

Item Expiration Date:

11/1/2016

Catalog Expiration Date:

Total Items: 25 (0 Won, 0 Lost)
Total: \$ 48997.47 (0.00 Won, 0.00 Lost)

Line#	Item#	Customer Item#	Description	Color	Make	Qty	Price	UoM Conv	UoM Conv	Case Qty	Ext Total	Note	Page
1	BE6924	10306	ENVELOPES, BOOKLET, 6X9	WHITE		19	9.99	BX	500 EA = 1	1	189.81	Quill Brand	
2	OE91228	10307	QB ENVELOPE,OPEN-END, 9X12	KRAFT		41	10.51	BX	250 EA = 1	1	430.91	Quill Brand	
3	WW634ES	10313	QB ENVELOPE,W/O WINDOW, #6-3/4	WHITE		1	6.81	BX	500 EA = 1	10	6.81	Quill Brand	
4	WW10WES	10314	QB ENVELOPES, W/WINDOW, #10	WHITE		253	8.92	BX	15C = 1 BX	5	2,256.76	Quill Brand	
5	WW9ES	10315	QB ENVELOPES, W/O WINDOW, #9	WHITE		73	7.68	BX	15C = 1 BX	5	560.64	Quill Brand	
6	WW10ES	10316	QB ENVELOPES, W/O WINDOW, #10	WHITE		261	6.65	BX	500 EA = 1	5	1,735.65	Quill Brand	
7	75035	10317	QB #10 WINDOW ENV,RIGHT WINDOW	WHITE		47	8.93	BX	500 EA = 1	5	419.71	Quill Brand	
8	WW9WES	10319	QB ENVELOPES, W/WINDOW, #9	WHITE		17	9.48	BX	15C = 1 BX	5	161.16	Quill Brand	
9	37682Q	10323	9X12 BOOKLET ENVELOPE 28WW	WHITE		10	16.72	BX	250 EA = 1	4	167.20	Quill Brand	
10	OE91224W	10330	QB ENVELOPE, GUMMED, 9X12	WHITE		15	9.28	BX	250 EA = 1	1	139.20	Quill Brand	
11	720700CT	10700	QB MULTI PURPOSE PAPER-20 LB			1239	32.90	CT	10 RM = 1	1	40,763.10	Quill Brand	
12	720567	10701	QUILL COLORED COPY PAPER-LTR	PINK		24	3.81	RM	10 RM = 1	10	91.44	Quill Brand	
13	720563	10702	QUILL COLORED COPY PAPER-LTR	CANRY		103	3.81	RM	10 RM = 1	10	392.43	Quill Brand	
14	720565	10703	QUILL COLORED COPY PAPER-LTR	GDROD		15	3.81	RM	10 RM = 1	10	57.15	Quill Brand	
15	720561	10704	QUILL COLORED COPY PAPER-LTR	GREEN		75	3.81	RM	10 RM = 1	10	285.75	Quill Brand	
16	720559	10705	QUILL COLORED COPY PAPER-LTR	BLUE		126	3.81	RM	10 RM = 1	10	480.06	Quill Brand	
17	720569	10706	QUILL COLORED COPY PAPER-LTR	IVORY		20	3.81	RM	10 RM = 1	10	76.20	Quill Brand	
18	720223	10707	QUILL BRAND COPY PAPER LEGAL	WHITE		12	4.53	RM	10 RM = 1	10	54.36	Quill Brand	

19	7201117	10711	QUILL BRAND COPY PAPER, 11X17	WHITE	22	7.41	RM	5 RM = 1 CS	1	163.02	Quill Brand
20	49311Q	10800	EXACT INDEX 90 LB	WHITE	4	7.08	PK	250 EA = 1 PK		28.32	
21	49181	10804	EXACT INDEX 90 LB	IVORY	6	7.70	PK	250 EA = 1 PK		46.20	
22	81036QQ	10805	8.5 X 11 BRT WHITE CARD STOCK	BRTWH DOMTAR	15	4.54	PK	250 EA = 1 PK	8	68.10	
23	81040	10806	8-1/2X11 GREEN CARD STOCK	GREEN DOMTAR	1	4.54	PK	250 EA = 1 PK	8	4.54	
24	7203HP	10972	QUILL BRAND COPY PAPER, 3HP	WHITE	96	4.29	RM	10 RM = 1 CS	10	411.84	Quill Brand
25	102467	10980	COPY PAPER F/COLOR COPIERS	WHITE HAMMERMILL	1	7.11	RM	500 EA = 1 RM	8	7.11	

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 29 day of Sept 2015:

QUILL CORPORATION

Company Name

County of Jefferson, State of Missouri

Signature

MARTIN GURUANI

Print

Kenneth B. Waller County Executive

Company Address:

100 SCHELTER RD.

LINCOLNSHIRE, IL 60069

Phone: 800-634-4809

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

County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: 2016 PAPER SUPPLIES

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 X 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: \$ NO MINIMUM

BY: Mark C

TITLE: National Sales Manager

COMPANY: QUILL CORPORATION

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 800-634-4809 E-mail bid@quill.com

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



COPY

September 29, 2015

Vickie Pratt
Department of the County Clerk
Jefferson County Missouri
729 Maple Street
Hillsboro, MO 63050

Quill Bid Number: 15-12174
Customer Bid Info: Paper Supplies 2016
Account Number: 2327611

Dear Vickie Pratt,

Thank you for your recent bid request. We appreciate your interest in Quill.com and are pleased to extend special pricing on the enclosed bid. Please note that the bid prices and free shipping are good through October 31, 2016 and are not valid with any other offers or promotions.

Below are a few guidelines that we ask for you to follow to ensure the proper pricing and handling of your purchase orders:

- Verbal or written acceptance** is requested to guarantee your discounts. Please see attached Bid Response Form. If any additional recap information is available please forward as well. This will allow us to review and revise our pricing in order to continue to provide the best product pricing available.
- Please use the Quill item numbers and prices that are referenced on your bid when placing purchase orders.
- Please be sure to reference the above Quill account and bid numbers on your orders for easy and accurate processing.
- Orders will ship and invoice the same day, if orders must invoice and/or ship on or after a certain date this must be indicated clearly on your purchase order.
- Quill.com offers easy online ordering with visibility to your special item pricing.

Thank you once again for choosing Quill.com. We look forward to working with you in the future

Sincerely,

Quill Bid Department

Note: All Quill brand products are equal to (or better than) other name brand products and they're deeply discounted every day. We are so sure of this statement that we proudly stand behind it with our lifetime guarantee.



BID AWARD FORM

Verbal or written acceptance is requested in order to ensure the proper bid pricing is received, ***please fill out and return*** this form along with any detail recap information available.

Quill Bid #: 15-12174 ** Please reference this bid # and Quill Item Numbers on ALL purchase orders

Account #: 2327611 State: MO

Account Name: Jefferson County

Were items awarded to Quill.com on this bid? Some All None

- Quill.com reserves the right to review and correct pricing/product errors. We will make every effort to satisfy the needs of our customers, as you are our most important asset.
- If Quill.com is awarded, please provide us a list of contacts and/or locations that need to be included as a part of this bid.

If no, who was awarded your bid _____

Is bid tabulation available? Yes No

If tabulation will not be available until a later date, approximate date tabulation should be available _____

In order to remain on your bid solicitation list, we welcome your feedback as to the reason(s) we were not considered _____

Are you tax exempt? Yes No If yes, please send your tax exemption certificate to taxexempt@Quill.com or fax to 800-499-8805.

This BID RESPONSE FORM can be returned by:

Fax: (888) 888-8250

Email: bid@quill.com

Or Mail:

Quill Corporation

Bid Department

100 Schelter Road

Lincolnshire, IL 60069-3621

Thank you for the opportunity to do business with you!



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

Sales Contact Information

Meredith Cunningham

National Account Manager

Phone: (800) 789-7020 ext. 1428

Fax: (888) 888-8250

Email: Meredith.Cunningham@quill.com

Sales Team Manager

Erick Tumang

Phone: (847) 876-4266

Email: Erick.Tumang@quill.com

Bid Department Email

bid@quill.com

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Quill Corporation						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►						
5 Address (number, street, and apt. or suite no.) 100 Schelter Road				Requester's name and address (optional)		
6 City, state, and ZIP code Lincolnshire, IL 60069						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/> 3	<input type="text"/> 6	<input type="text"/> -	<input type="text"/> 2	<input type="text"/> 9	<input type="text"/> 5	<input type="text"/> 2	<input type="text"/> 9	<input type="text"/> 0	<input type="text"/> 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ►

Quill Corporation

Date ►

11/1/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding,

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Delivery

- 99% in stock rate, 98% on time delivery
- **Standard Shipping** is via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO.
 - UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
 - Standard shipping for items w/prefix of JV are normally 1-2 business days ARO, however, large quantities of an item may require longer delivery times-up to 5-7 business days ARO
 - No shipping or processing fees.
- **Large Volume Orders** may ship via Truck - Tailgate Delivery within 2-7 business days ARO.
 - Tailgate Delivery means the driver is only responsible to get cartons to the end of the truck and customer is responsible for unloading and bringing inside the building. No shipping or processing fees
 - A call 24 hours before a truck delivery can be arranged at no charge.
 - Lift gates (cargo lift) can be requested for truck orders at no charge- you must note the PO.
 - For an additional fee of \$25.00 the driver will assist in unloading cartons from truck and bringing inside the building.
 - Installation and or set/up is not included. Additional charges will apply based on weight and site conditions. Please call for quote.
 - Pallet size is 48" X 42"
 - We cannot guarantee full carton shipments due to our automated order system.
 - In order to provide prompt delivery of your order, we may have to utilize stock from multiple warehouse locations.
 - We cannot guarantee palletized shipments for large orders due to our automated order system.
 - For us to ship larger quantities and provide prompt delivery service, we may have to utilize stock from multiple warehouse locations.
- Quill's Future Delivery option enables a school to plan for future needs while securing today's low sale prices
 - Schedule delivery and billing up to 4 months from the time of submitting your order. Just write "Future Delivery" on your purchase order and the date you want the order to ship. If ordering online, simply click "Delayed Shipment" on the checkout screen.



Return Policy:

If there's a problem with your order or you need to make a return, we will do whatever it takes to make it right. Unless otherwise noted below, merchandise must be returned within 60 days for full credit, refund or replacement. Machines and furniture must be returned in the original box.

Technology and Electronic Items: Non-defective technology and electronics items such as, but not limited to, electronics, printers, copiers, multifunction/fax machines, peripherals, networking, computer hardware, cameras, scanners, PDAs, monitors, multimedia projectors, and video equipment must be returned within 30 days and meet the following conditions: All computer product returns will be inspected and must be 100% complete. Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines.

Vending Equipment: The following policy covers non-defective vending equipment that includes, but is not limited to, bulk vending machines (gumball machines), electronic and mechanical snack machines, beverage machines, change machines and accessories. Defective products must be handled under each manufacturer's guidelines. Items must be returned within 30 days and meet the following conditions: The box must contain all original packing materials (where applicable), all product documentation as well as all parts and accessories with the UPC codes on the exterior. All returns will be inspected and must be 100% complete. All free items included with a specific product purchase must be returned as well to receive credit.

Non-perishable free items included with a specific product purchase must be returned as well to receive credit.

Software: Software must be returned in the original, unopened packaging within 30 days from receipt of product for a full credit, return or replacement unless noted by the manufacturer. Any defective software must be returned within 30 days and will be exchanged for the exact same software. Software licensing varies by manufacturer; call 1-800-789-1331 for details. Multiple licenses may not be returned beyond 30 days for any reason unless authorized by the manufacturer.

Computers/Laptops: You must have all of your original packaging and documentation. All notebooks/laptops must be returned within 14 days of receipt of product for a full credit or refund. Defective products must be handled under the guidelines stated in the warranty and repair policy sheet included with the product. All returns will be inspected and must be 100% complete. Notebook/Laptop returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts and accessories.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2015

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

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

PRODUCER	Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328	CONTACT NAME:	(ATL) Diane Stalcup	
		PHONE (A/C, No. Ext):	678-539-4877	FAX (A/C, No):
		E-MAIL ADDRESS:	dstalcup@beechercarlson.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: ACE American Insurance Company		22667
		INSURER B: ACE Property & Casualty		20699
		INSURER C: Indemnity Insurance Company of North America		43575
		INSURER D: ACE Fire Underwriters Insurance Company		20702
		INSURER E: Agri General Insurance Company		42757
		INSURER F:		
www.beechercarlson.com				
INSURED				
Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702				

COVERAGES

CERTIFICATE NUMBER: 23106803

REVISION NUMBER:

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

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR LTR	TYPE OF INSURANCE		ADD'L SUBR INS'D WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HDO-G27341342	2/1/2015	2/1/2016	EACH OCCURRENCE	\$	1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000			
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$				
	GENL 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			
	OTHER:						PRODUCTS - COMP/OP AGG	\$	2,000,000			
								\$				
								\$				
A	AUTOMOBILE LIABILITY			ISA-H08852339	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	3,000,000			
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$				
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$				
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$				
								\$				
								\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	XOO-G27638107	2/1/2015	2/1/2016	EACH OCCURRENCE	\$	5,000,000			
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$	5,000,000			
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K SIR							\$				
								\$				
A D A C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR-C48142059(AZ,CA,MA) SCF-C48142072(WI) WCU-C48142084(OH) WLR-C48142047(AOS) WLR-C48142060(TN)	2/1/2015 2/1/2015 2/1/2015 2/1/2015 2/1/2015	2/1/2016 2/1/2016 2/1/2016 2/1/2016 2/1/2016	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	OTH-ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	1,000,000			
	<input type="checkbox"/> N						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000			
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000			
								\$				
								\$				

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

The certificate holder is included as Additional Insured to the extent required by written contract only.

CERTIFICATE HOLDER

CANCELLATION

* Evidence of Coverage *

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

Stan D. Brainerd

Sharon D. Brainard

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED	
Beecher Carlson Insurance Services		Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702	
POLICY NUMBER			
CARRIER		NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

CERTIFICATE HOLDER: * Evidence of Coverage *

ADDRESS:

INSURED: Staples, Inc.

POLICY PERIOD: 2/1/15 - 2/1/16

NAMED INSUREDS:

Staples the Office Superstore East, Inc.

Staples the Office Superstore LP

Staples Contract & Commercial, Inc., including:

- Staples National Advantage
- Business Interiors by Staples (fka Corporate Express Business Interiors)
- Coastwide Laboratories, Inc.
- Staples Promotional Products (fka Corporate Express Promotional Marketing, Inc.)
- Kross Outfitters
- Corporate Express Imaging & Computer Graphic Supplies
- Any other entity formerly known as Corporate Express
- Staples Technology Solutions.com
- Staples Enterprise Advantage
- Staples Business Advantage
- Staples Advantage
- Staples Industrial
- Staples Print Solution

Quill Corporation

- MAP (Medical Arts Press, Inc.)

Schoolkids.com, Inc.

Smilemakers, Inc.

Thrive Networks, Inc.

Corporate Express Document & Print Management, Inc.

Lonesource

PNI Digital Media, ULC

Sun Office Solution



COMPLIANCE WITH APPLICABLE LAWS

BACKGROUND CHECKS

Staples has a third party contractor nationwide by the name of Sterling that handles all of our backgrounds for serious candidates.

Here is our process:

Candidate signs the background check release, we use Sterling's on-line system to enter the information. Our backgrounds for office associates consists of a national and state criminal search and a social security trace.

Employees are not fingerprinted and do not have direct contact with students.

Quill.com conducts background checks on all of its associates and third party courier drivers who deliver orders to our customer, as follows: (i) for Quill.com associates, Quill.com completes a national and state criminal search and a social security trace; and (ii) for its third party courier drivers, Quill.com requires that the courier conduct pre-employment and/or random drug-screening and a felony background check on all of its drivers, and ensure that such drivers have a safe driving record, as documented by state motor vehicle records.

OFFSHORE PERFORMANCE

Services to be performed by Quill under subsequent contract between the parties means the sale and delivery of office products to Customer's U.S. locations.

E-Verify

Company I.D. Number: 468942

November 2014



Company ID Number: 468942
Client Company ID Number: 575106

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Quill Corporation

Colin Doherty
Name (Please Type or Print)
Signature

Director of Sales
Title
6/29/2012
Date

E-Verify Employer Agent Alabama Department of Homeland Security

Brittany Calloway

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/27/2012

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print) Title

Signature Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name:Quill Corporation



Company ID Number: 468942
Client Company ID Number: 575106

Company Facility Address: 100 Schelter Road

Lincolnshire, IL 60069

County or Parish: LAKE

Employer Identification
Number: 362952904

North American Industry
Classification Systems
Code: 541

Administrator: _____

Number of Employees: 500 to 999



Vickie Pratt
County of Jefferson
Hillsboro, MO 63050

Subject: Bid for PAPER SUPPLIES 2016
Current paid tax receipts

Quill Corporation does not own any real or personal property in Jefferson County.

Signature

Marcia Colby National Sales Manager
Print name & title

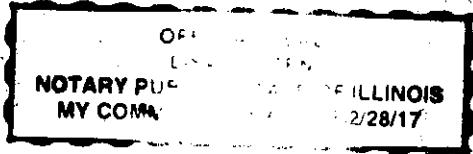
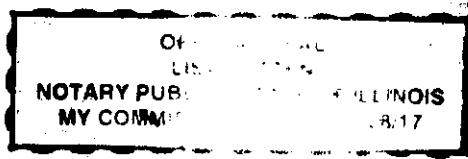
Notary:

State of: ILLINOIS

County of LAKE

Signed and sworn to before me on 9.29.15

Signature





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

EXHIBIT

A2

Invitation for Bid: PAPER SUPPLIES 2016

Date Issued: 9-15-15

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 27, 2015, AT 2:00 P.M. LOCAL TIME.

Specification Contact:
VICKIE PRATT
Department of Administrative Services
636-797-5380
vpratt@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:

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

Vendor Information:

SAMPLE ENVELOPE

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

SEALED BID: (BID NAME)

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

Midland Paper

Company Name

2355 Ball Drive

Address

St. Louis, MO 63146

City/State/Zip Code

847-777-2669

Telephone #

john.bridges@midlandpaper.com

E-mail

John Bridges

Authorized Agent (Print)

John Bridges

Signature

Sales Representative

Title

2-3-12 34-2035024

Date Tax ID #

TABLE OF CONTENTS:

Legal Notice and Invitation for Bid	Page 1
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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.
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or
- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.
3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)
4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)
5. Cooperative Bid Form (last page)
6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

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

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.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 IL.

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

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

Carter Jones
Authorized Representative's Signature

CARTER JONES
Printed Name

Director of Corporate Development
Title

10-13-15
Date

Subscribed and sworn to before me this 13th of October, 2015. I am

(DAY) (MONTH, YEAR)

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

(NAME OF COUNTY)

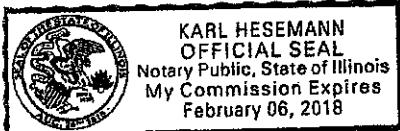
Illinois and my commission expires on 2-6-2018.

(NAME OF STATE)

(DATE)

Karl Hesemann
Signature of Notary

10-13-15
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Midland Paper (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.

Carter Jones

Authorized Business Entity
Representative's Name
(Please Print)

Carter Jones

Authorized Business Entity
Representative's Signature

Midland Paper
Business Entity Name

10-13-15

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: www.dhs.gov/e-verify; Phone: 888-464-4218; Email: e-verify@ice.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).

PAPER SUPPLIES SPECIFICATIONS

1. UOM (Unit of Measure) the following units of measure can only be used.
 - a. Ctn. (carton) must indicate number per carton.
 - b. M. (1000).
 - c. Bx. (box) must indicate number per box.
2. **Deliveries are to be NEXT DAY** service after order is placed. (Delivery times and Order time to be set with awarded vendors).
3. **Prices are ALL INCLUSIVE:** (Shipping, Handling, Delivery, and Assembly to locations specified by the County. Refer to section "2.4"). All prices are firm, this includes all CPI (Consumer Price Index) cost fluctuations.
4. **If the proposed unit of measure varies from the amount listed, mark through the listed amount and fill in the appropriate unit of measure to reflect the cost per unit of measure.**
5. **If the suggested manufacturer or the manufacturer item number is different, mark through the listed information to reflect the correct information.**

2016 PAPER SUPPLY BID

Our Item Number	Item Description	Suggested Manufacturer	Manuf. Item Number	Unit Of Measure	Estimated Annual Use	Unit Cost
10300	Envelopes - Coin Envelopes White Wove - Printmaster, SFL, #5-1/2, 24, 3-1/8 x 5-1/2, Gummmed, Mailpoint Flap (500/Box, 5000/Ctn)	Quality Park	5170832	BOX	10	18.00
10306	Envelopes - Booklet Envelopes, 6 x 9, White, #6-1/2, 24, 20M, Gummmed, Wallet Flap (500/Ctn)	National	2256159	BOX	19	16.00
10307	Envelopes - 9 x 12 Catalog Envelopes Brown Kraft OECs - Seville, SFL, #10-1/2, 28, 9 x 12, Kraft, Vellum, Gummmed, Mailpoint Flap (250/Ctn) 500 Box	National	5252741	BOX	41	37.00
10308	Envelopes - 6 x 8 3/4 Rugged Padded Mailer, Side Seam, 6 x 8 3/4, Light Brown, 25/ Carton	Carmall	CML1143419	EACH	262	30.00
10309	Envelopes - 8 1/2 x 12 Jiffylite Self- Seal Mailer, Side Seam, #2, 8 1/2 x 12, Golden Brown, 25/Carton	Seal Air Corp	SEL110187	EACH	87	33.00
10310	Envelopes -10 1/2x16 Padded Self-Seal Mailer, Side Seam, #5, 10 1/2x16, Golden Brown, 25/Carton	Seal Air Corp	SEL21489	EACH	111	29.00
10311	Envelopes - 10 x 15 Catalog Envelopes Brown Kraft OECs - #15, 10 x 15, Vellum, Gummmed, Mailpoint Flap (500/Ctn)	National	2198401	BOX	4	57.00
10313	Envelopes - #6-3/4, 3-5/8 x 6-1/2 Commercial Envelopes White Wove OSDS Chip Box - White, Gummmed, (500/Box, 5000/Ctn)	National	33933	BOX	0	10.20
10314	Envelopes - #10 Window, Commercial Window Left Hand Envelopes, 4-1/8 x 9-1/2, White, Gummmed, Commercial Flap, (500/Box, 2500/Ctn)	National	2140238	BOX	253	8.75
10315	Envelopes - #9 Regular, Commercial Envelopes White, 3-7/8 x 8-7/8, Gummmed, Commercial Flap (500/Box, 2500/Ctn)	National	2139741	BOX	73	8.00
10316	Envelopes - #10 Regular, Commercial Envelopes White, 4-1/8 x 9-1/2, Gummmed, Commercial Flap (500/Box, 2500/Ctn)	National	2256150	BOX	261	8.00
10317	Envelopes - #10 Window, Commercial Window Right Hand Envelopes, White, 4-1/8 x 9-1/2, Gummmed, Commercial Flap, (500/Box, 2500/Ctn)	National	2256120	BOX	47	9.80
10319	Envelopes - #9 Window, Commercial Window Envelopes, White, 3-7/8 x 8-7/8, Gummmed, Commercial Flap, Poly Window (500/Box, 2500/Ctn)	National	2256161	BOX	17	9.50
10322	Envelopes - 7-1/2 x 10-1/2 Catalog Envelopes Brown Kraft - #6, 7-1/2 x 10-1/2, Gummmed, Mailpoint Flap (500/Ctn)	National	2052540	BOX	1	45.00
10323	Envelopes - 9 x 12 Catalog Envelope, Side Seam, 9 x 12, White, 500/Box	National	2215036	BOX	10	25.20
10330	Envelopes - Catalog Envelope - 9" x 12", 24.00 lb, Gummmed, Wove 250/Box 500 (130g) White	Universal	UNV44104	BOX	15	25.20
10700	Copy Paper - Letter, 92 Brightness, 20lb, White, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV21200	REAM	12389	2.79
10701	Copy Paper - Letter, 20lb, Pink, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11224	REAM	24	4.20

2016 PAPER SUPPLY BID

Our Item Number	Item Description	Suggested Manufacturer	Manuf. Item Number	Unit Of Measure	Estimated Annual Use	Unit Cost
10702	Copy Paper - Letter, 20lb, Canary, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11201	REAM	103	4.10
10703	Copy Paper - Letter, 20lb, Goldentrod, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11205	REAM	15	4.20
10704	Copy Paper - Letter, 20lb, Green, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11203	REAM	75	4.20
10705	Copy Paper - Letter, 20lb, Blue, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11202	REAM	126	4.20
10706	Copy Paper - Letter, 20lb, Buff, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV11206	REAM	20	4.20
10707	Copy Paper - Legal, 92 Brightness, 20lb, White, 500 Sheets/Ream, 10 Reams/Carton	Universal	UNV24200	REAM	12	4.50
10711	Copy Paper - 11 x 17, 92 Brightness, 20lb, White, 500 Sheets/Ream, 5 Reams/Carton	Universal	UNV28110	REAM	22	6.50
10713	Letterhead - 8-1/2 x 11, 20lb, White, 91 Bright, Perfect Laser, 25% Cotton Fibers, Watermarked, (500/Pkg, 5000/Ctn)	Capitol	2085221	REAM	0	11.50
10800	Card Stock - Letter, 90#, White, 250 Sheets/Ream, 8 Reams/Carton	Dom Tex Springfield	2288912	REAM	4	5.25
10802	Cover - Letter, 80#, 94 Brightness, Laser Capable, White, 250 Sheets/Ream, 8 Reams/Carton	Tom Tex Wausau	2276022	REAM	32	6.90
10804	Card Stock - Letter, 90#, Buff, 250 Sheets/Ream, 8 Reams/Carton	Wausau	2288963	REAM	6	5.50
10805	Card Stock - Letter, 65#, White, 250 Sheets/Ream, 10 Reams/Carton	Finch	6073124	REAM	15	5.60
10806	Card Stock - Letter, 65#, Green, 250 Sheets/Ream, 8 Ream/Carton	Wausau	2288907	REAM	0	5.50
10807	Card Stock - Letter, 110#, Cherry, 250 Sheets/Ream, 8 Reams/Carton	Astroparche	6055237	REAM	1	6.55
10810	Card Stock - Astroparche Vellum Cover, 65lb, Ancient Gold, 8-1/2 x 11, 250/Pkg	Mead	2063251	REAM	3	12.40
10900	NCR Paper - Heavyweight, 20lb, 2 Part, Reverse, Letter (2/Set, 500/Pkg, 5000/Ctn)	Mead	2241308	REAM	285	8.35
10901	NCR Paper - Heavyweight, 20lb, 3 Part, Reverse, Letter (3/Set, 501/Pkg, 5010/Ctn)	Mead	2241305	REAM	353	8.70

2016 PAPER SUPPLY BID

Our Item Number	Item Description	Suggested Manufacturer	Manuf. Item Number	Unit Of Measure	Estimated Annual Use	Unit Cost
10903 5,000/Ctn	NCR Paper - Heavyweight, 20lb, 4 Part, Straight, Letter (4/Set, 500/Pkg,	Mead	2216205	REAM	0	8.70
10904 5,000/Ctn	NCR Paper - Heavyweight, 20lb, 5 Part, Reverse, Letter (5/Set, 500/Pkg,	Mead	5060750	REAM	23	9.00
10905 5,000/Ctn)	NCR Paper - Heavyweight, 20lb, 5 Part, Straight, Letter (5/Set, 500/Pkg,	Mead	5062311	REAM	2	9.00
10918 5,000/Ctn	NCR Paper - Heavyweight, 20lb, 2 Part, Reverse, Legal (2/Set, 500/Pkg,	Mead	5202999	REAM	1	9.90
10919 5,010/Ctn	NCR Paper - Heavyweight, 20lb, 3 Part, Reverse, Legal (3/Set, 501/Pkg,	Mead	2241309	REAM	60	10.40
10920 5,000/Ctn	NCR Paper - Heavyweight, 20lb, 4 Part, Reverse, Legal (4/Set, 500/Pkg,	Mead	2230434	REAM	0	11.00
10923	NCR Padding Compound - 1 Gallon, Liquid (4/Ctn)	Mead	5000301	GALLON	0	115.00
10960	Crack-N-Peel - 8 1/2" x 11", Fluorescent Orange, 100/Pkg	Fasson	2249448	PACKAGE	0	13.50
10972	Paper - 3 Hole Punch, Letter, 20#, 92 Bright, Smooth, Left, White, 500 Sheets/Ream, 10 Reams/Carton	3 Hole Int'l Paper	2251795	REAM	96	3.25
10980	Color Copy Paper - Letter, 28#, 100 Bright, Smooth, Photo White (500 Sheets/Ream, 8 Reams/Carton <i>Color Copy Color Copy</i>)	NO SUBSTITUTE Hammermill	2312967	REAM	1	13.50

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

Midland Paper
Company Name

John Bridges
Signature
John Bridges
Print

Company Address: _____
2355 Bell Drive
St. Louis, MO 63146
Phone: 847-777-2669

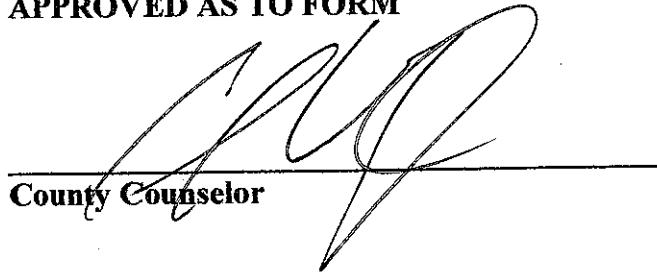
County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

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


County Auditor

APPROVED AS TO FORM


County Counselor

COOPERATIVE BID FORM

Bid Name: Paper Supplies 2016

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 X 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: \$ 400.00

BY: John Bridges

TITLE: Sales Representative

COMPANY: Midland Paper

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 847-777-2469 E-mail john.bridges@midlandpaper.com

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

ACORD..

CERTIFICATE OF LIABILITY INSURANCE

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). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER	CONTACT NAME: Jackie Teets	FAX (AGC#):
	PHONE (AGC No. Ext): 312 595-8200	
INSURED	E-MAIL ADDRESS: jteets@mesirowfinancial.com	NAIC #
	INSURER(S) AFFORDED COVERAGE	
	INSURER A: Zurich American Insurance Compa	16536
	INSURER B: National Surety Corporation	21881
	INSURER C: American Guarantee & Liability	26247
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGEs

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR NO/	POLICY NUMBER	POLICY EFF. / POLICY EXP.	LIMITS
				(MM/DD/YYYY) (MM/DD/YYYY)	
A	GENERAL LIABILITY		CPO594463906	12/01/2014 / 12/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (50 occurrences) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
	X COMMERCIAL GENERAL LIABILITY	CLAIMS-MADE X OCCUR			
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO- JECT X LOC				
A	AUTOMOBILE LIABILITY		CPO594463906	12/01/2014 / 12/01/2015	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	X ANY AUTO ALL OWNED AUTOS	X SCHEDULED AUTOS X NON OWNED AUTOS X			
	X HIRED AUTOS		Comp. Ded. Collision Ded.	\$5,000	
	X UMBRELLA LIAB	X OCCUR			\$5,000
B	EXCESS LIAB	CLAIMS-MADE	SUC00046805527	12/01/2014 / 12/01/2015	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
	DED	RETENTION \$			
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N	WC594464086	12/01/2014 / 12/01/2015	WC STATUS X OTH. LIMTS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A			

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

This certificate is issued as evidence of coverage.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE

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

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W-9

Form
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)	
MIDLAND PAPER COMPANY INC	
Business name/dissociated entity name, if different from above	
<p>Print or type See Specific Instructions on page 2.</p> <p>Check appropriate box for federal tax classification</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►</p> <p><input type="checkbox"/> Exempt payee</p> <p><input type="checkbox"/> Other (see instructions) ►</p>	
<p>Address (number, street, and apt. or suite no.)</p> <p>101 E PALATINE RD</p> <p>City, state and ZIP code</p> <p>WHEELING, IL 60090</p> <p>List account number(s) here (optional)</p>	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number			

Employer identification number						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ►	Date ►
--------------	-------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 331.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 199437

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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

Employer Midland Paper Company

Nikki Facchini

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/19/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/19/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 199437

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Midland Paper Company

Company Facility Address: 1860 Southeast Elm St.

Minneapolis, MN 55414

**Company Alternate
Address:**

County or Parish: HENNEPIN

**Employer Identification
Number:** 362035026

**North American Industry
Classification Systems
Code:** 424

Parent Company: _____

Number of Employees: 20 to 99

**Number of Sites Verified
for:** 1

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

• MINNESOTA

1 site(s)



Company ID Number: 199437

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

Name:	Nikki Facchini	Fax Number:	(847) 403 - 6956
Telephone Number:	(847) 777 - 2858		
E-mail Address:	nikki.facchini@midlandpaper.com		
Name:	Kelley Mapes	Fax Number:	(847) 403 - 6865
Telephone Number:	(847) 777 - 2839		
E-mail Address:	kelley.mapes@midlandpaper.com		

Midland Paper

Packaging + Supplies

Jefferson County
Department of Administrative Services
729 Maple Street / PO BOX 100
Hillsboro MO 63050
Attn: Vickie Pratt

To whom it may concern,
This letter is to certify that Midland Paper, Packaging + Supplies does not own any property in
Jefferson County Missouri.

Sincerely,



Carter Jons

Director of Corporate Development
Midland Paper, Packaging + Supplies

October 12, 2015



101 East Palatine Rd, P.O. Box 9032
Wheeling, Illinois 60090-9032
847 777.2700
