

0517

INTRODUCED BY: COUNCIL MEMBER (s) Kasten

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 JANITORIAL SUPPLIES 2018; AND AUTHORIZATION FOR
5 THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS
6 OR 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 Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Janitorial Supplies 2018

13 NUMBER OF BIDS RECEIVED

14 15

15 DATE OF BID OPENING

16 10-24-2017

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

FILED

DEC 01 2012

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to HP Products Corporation, All-Type
5 Vacuum & Janitorial Supply, Industrial Soap Company, Royal Paper Inc., and Ecolab Inc.
6 for a one-year term from 1-1-18 to 12-31-18 upon approval by the County Council and
7 County Executive, for amount **up to \$70,000.00 per year, for total amount not to exceed**
8 **\$70,000.00 annually**, subject to budgetary limitations.

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

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

14 **BID NAME**

15 Janitorial Supplies 2018

16 **TERM**

17 1-1-18 to 12-31-18

18 by the County Council and County Executive

19 with one (1) additional renewal option

20 **AMOUNT**

21 **Up to \$70,000.00 per year**

22 **for total amount not to exceed \$70,000.00 annually,**

subject to budgetary limitations

AWARDED BIDDERS

HP Products Corporation (A1)

All-Type Vacuum & Janitorial Supply (A2)

Industrial Soap Company (A3)

Royal Paper Inc. (A4)

Ecolab Inc. (A5)

Section 2. The Jefferson County, Missouri, Council hereby authorizes the

9 County Executive to execute the agreements incorporated by Reference as Exhibit "A1"

10 through A5" and any agreements or contracts necessary to effectuate the award of the bids

11 and proposals set forth in this Ordinance. The County Executive is further authorized to

12 take any and all actions necessary to carry out the intent of this Ordinance. An unexecuted

13 copy of the Agreements are attached hereto as Exhibit "A1 through A5" and incorporated

14 herein, by reference.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses

16 thereto, and any contracts or agreements shall be maintained by the Department of the

17 County Clerk consistent with the rules and procedures for the maintenance and retention

18 of records as promulgated by the Secretary of State.

Section 4. This Ordinance shall be in full force and effect from and after its

20 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity

21 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>NO</u>
Council Member District 2, Renee Reuter	<u>YES</u>
Council Member District 3, Phil Hendrickson	<u>YES</u>
Council Member District 4, Charles Groetekel	<u>YES</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>YES</u>
Council Member District 6, Daniel Stallman	<u>YES</u>
Council Member District 7, James Terry	<u>YES</u>

THE ABOVE BILL ON THIS 27th DAY OF November, 2017:

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 28th DAY OF November, 2017.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2017.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Randy B. Holman
Randy B. Holman, County Clerk

BY: *Katherine E. Misley*

Reading Date: 11-27-2017



County of Jefferson

State of Missouri

Maple Street Annex
725 Maple Street · PO Box 100
Hillsboro, Missouri 63050

Ken Waller
County Executive

DEPARTMENT OF PUBLIC WORKS

Jason Jonas, P.E. – Director
Daniel Naunheim, P.E. – Deputy Director

Telephone: 636-797-5340 · Fax: 636-797-5565
Web Address: www.jeffccomo.org

Kurt Wengert, P.E.
Highway Division Superintendent
636-797-5427

Christopher Ehlen, P.E.
Technical Division Manager
636-797-5570

David C. Mikusch
Fleet Services Manager
636-797-6017

Kerry W. Rogers
Facilities Services Manager
636-797-5011

Daniel Hearst, E.I.
Stormwater Division Manager
636-797-6225

2018 Janitorial Supply List with Awarded Vendor

HP Products Corporation

Trash Bags: Small 500/Case \$19.42

Bar Hand Soap ¾ oz 1000/Case \$39.33

Ice Melt per Bag \$5.12

All Type Vacuum

Small Toilet Tissue (3)-96 rolls/case (500 sheets) \$26.96

Non-Alcohol Foaming Hand Sanitizer 1 liter/case \$35.64

Anti-Bacterial Hand Soap 6 1 liter/case \$29.40

Industrial Soap Company

Jumbo Toilet Tissue 12 rolls/case \$17.55

Kitchen Towels-30 rolls/case (90 sheets/roll) \$17.65

Trash Bags Large 250/case \$18.25

Single Fold Towel-250/package, 16/case \$14.31

Individually wrapped sanitary napkins-case \$24.62

Mop Heads \$15.83

Bleach 3/case \$5.77

White Roll Towels \$66.45

Screw on Mop Handles 12/case \$45.15

Royal Papers Inc.

Brooms-12 dozen \$76.50

Ecolab Inc.

Laundry Detergent 5 gal/bucket \$79.14

Laundry Bleach 5 gal/bucket \$29.50

Laundry Softener bucket \$107.29

Hi-Performance Neutral Floor Cleaner 2.5 gal/each \$88.63

Hi-Performance Neutral Floor Cleaner 2-1.3 L /case \$37.41

All Purpose Disinfectant cleaner 2-1.3 L/Case \$21.35

Bio-Enz Oder Control 2-1.3 L/case 23.03

Acid Bathroom Cleaner 2-1.3 L/case \$45.46



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

EXHIBIT

A1

BID #: 17-0079

Invitation for Bid: JANITORIAL SUPPLIES 2018

Date Issued: 9-20-2017

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 24, 2017, AT 2:00 P.M. LOCAL TIME.

Specification

Contact:

DALE WAITES

Department of Public Works Division of Housekeeping

636-797-6082

dwaites@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:

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.

HP Products Corporation

Company Name

4220 Saguaro Trail

Address

Indianapolis, IN 46268

City/State/Zip Code

(317) 298-9957

Telephone #

bids@hpproducts.com

E-mail

Cy Nahvi

Authorized Agent (Print)

Signature

General Manager

Title

10-16-2017 35-1116846

Date Tax ID #

(317) 216-3440

Fax #



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REQUIRED DOCUMENTS

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**



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) 797-5380, 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 -HP Products does not carry Professional Liability Insurance, carried by providers of licensed professional services, and takes exception to this requirement.**

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://jeffersonmono.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. **If procurement is over \$25,000.**



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. **This does not apply to supply only.**

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 Indiana

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.

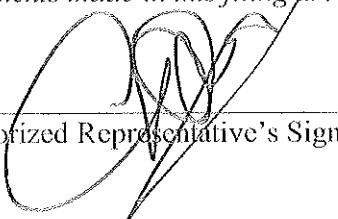
2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

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 Cy Nahvi (Name of Business Entity Authorized Representative) as General Manager (Position/Title) first being duly sworn on my oath, affirm HP Products 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 Janitorial Supplies 2018, #17-0079 (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 HP Products 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 Janitorial Supplies 2018, #17-0079 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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


Authorized Representative's Signature

Cy Nahvi
Printed Name

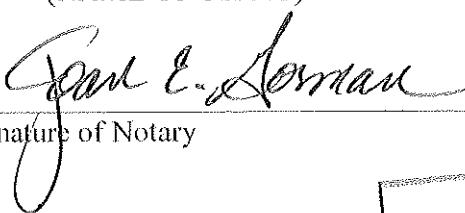
General Manager
Title

10-16-2017
Date

Subscribed and sworn to before me this 16th of October, 2017, I am
(DAY) (MONTH, YEAR)

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

Indiana and my commission expires on July 24, 2022.
(NAME OF STATE) (DATE)


Signature of Notary

10-16-2017
Date

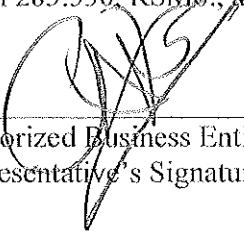

JOAN E. GORMAN
NOTARY PUBLIC
SEAL
MARIION COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES JULY 24, 2022
COMMISSION NO 654083

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that HP Products 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.

Cy Nahvi
Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

HP Products Corporation
Business Entity Name

10-16-2017
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).

BID SPECIFICATIONS
BIDDERS ARE REQUIRED TO USE ATTACHED BID FORMS

CONTACT PERSON

Dale Waites

Housekeeping Supervisor

(636) 797-6082

BID FORM

1. Prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, fuel surcharge, and Assembly to locations specified by the
2. Various County Departments will utilize this bid award. Billing/invoices are to be by department name.
3. Estimated Annual Usage are Estimated Amounts Only, pricing is to be firm for plus (+) or minus (-) for amount ordered
4. Vendors are to insure that bid price is for the amounts or quantity specified.
5. All information requested, must be provided. Failure to provide requested information could result in a NO BID.

UOM (Unit of Measure) the following units of measure can only be used.

Ea.	each	
St.	set	
Cs.	case	must indicate number per case
Pk.	package	must indicate number per package
Bx.	box	must indicate number per box
Btl.	bottle	must indicate number of oz. per bottle
Rm.	ream	must indicate number of sheets per ream
Gal.	gallon	
Ctn.	carton	must indicate number per carton
RI.	roll	
Dz.	dozen	
Pd.	pad	must indicate number of pads per package

Jumbo Toilet Tissue	
Requirements:	
Estimated Annual Usage:	250 Cases
Manufacturer:	Georgia or Equivalent
How Packaged:	Cs.
Rolls per Case:	12
Bid Price per Case:	\$19.25
Comments:	Must fit San Jamar disp. Cas B140 JRT Select 3.3x1000' 2 ply 12 RI./Cs.

Laundry Detergent	
Liquid: 5-Gallon Buckets	
Estimated Annual Usage:	30 Buckets
Manufacturer:	Optional
How Packaged:	5 Gal/bucket
Bid Price per Bucket:	\$48.41
Comments:	Sunburst Reliance Liquid Detergent Concentrate 784205 5 Gal.

Small Toilet Tissue	
Requirements: 2 ply	
Estimated Annual Usage:	480 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	96
Sheets per Roll:	500
Bid Price per Case:	\$28.92
Comments: CAS B040 Pro Select Std Bath Tissue 2Ply 4x3.2" 500sht 96 RL./Cs.	

Kitchen Towels	
Requirements: N/A	
Estimated Annual Usage:	50 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	30
Sheets per Roll:	90
Bid Price per Case:	\$18.49
Comments: CAS K085 Pro Select Kitchen Roll Towel 11x8" 2Ply 85sht 30RL./Cs.	

Trash Bags	
Requirements: Large	
Estimated Annual Usage:	240 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	200
Bag Size:	40"x46" .60 mil
Bid Price per Case:	\$19.56
Comments: Need sample with bid HP Can Liner 40X46 .5MIL Black 250/Cs.	

Trash Bags	
Requirements: Small	
Estimated Annual Usage:	180 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	1,000
Bag Size:	22"x33" .40 mil
Bid Price per Case:	\$19.42
Comments: Need sample with bid HP Can Liner 24x32 .5 Mil Black 500/Cs.	



Bar Hand Soap (NOT Ivory)	
Requirements:	3/4 oz bars
Estimated Annual Usage:	340 Cases
Manufacturer:	Optional
How Packaged:	100 bars per case
Oz. per Bar:	0.75
Bars per Case:	100
Bid Price per Case:	\$39.33
Comments:	Unwrapped Wrapped Bar Soap 3/4oz PleasantScent 1000/Cs.

Single Fold Towels	
Requirements:	
Estimated Annual Usage:	120 Cases
Manufacturer:	Optional
Sheet Size:	9"x10"(230mm x 270mm)
How Packaged:	By the Case
Sheets per Package:	250
Package Per Case:	16
Bid Price per Case:	\$15.43
Comments:	CAS H165 Pro Select S-Fold Towel Natural 250sh/Pk., 16Pk./Cs.

Ice Melt (Potassium Chloride)	
Requirements:	50 lb bag
Estimated Annual Usage:	200 bags - depending on weather conditions
Manufacturer:	Optional
How Packaged:	bag/box
Lbs. per bag:	50
Bid Price per 50 lb. :	\$5.12
Comments:	Small sample to check rock size to be submitted with bid Cargill Winter Melt Halite 50# (100% Sod Chlor)

Individually Wrapped Sanitary Napkins (Maxi Pads)	
Requirements:	N/A
Estimated Annual Usage:	125 Cases
Manufacturer:	Optional
How Packaged:	By the Case
Pads per Box:	1 each
Boxes per Case:	250
Bid Price per Case:	\$28.41
Comments:	HOSPECO Gards Maxi Sanitary Napkin #4 147A 250/Cs.

Mop Heads	
Requirements:	16 oz. (Cotton) Screw down type Sewn on top
Estimated Annual Usage:	40 Cases (6 in case)
Manufacturer:	Optional
How Packaged:	Bulk
Mop Heads per Case:	6
Bid Price per Case:	\$30.36
Comments:	No wire and must be screw on type. Golden Star AWM7716R Bolt Riveted Cotton Wet Mop 16 oz 12/Cs.

Bleach	
Requirements:	Liquid House Strength
Estimated Annual Usage:	40 Cases
Manufacturer:	Optional
How Packaged:	Case
Gallons per Case:	4
Bid Price per Case:	\$9.72
Comments:	Household A-1 Ultra Bleach Disinfectant 6% 6 Gal./Cs.

Brooms	
Requirements:	Corn, Heavy Weight Sewn, Wooden Handle
Estimated Annual Usage:	20 Doz.
Manufacturer:	Optional
How Packaged:	12/Cs.
Bid Price per Dozen:	\$93.00
Comments:	No wire of any kind on brooms. (Prison Type)Golden Star BRP58B Corn No-Wire Prison Broom Wood Handle

Non-Alcohol Foaming Hand Sanitizer	
Requirements:	#55857
Estimated Annual	50 Cases
Manufacturer:	DEB
How Packaged:	1-Liter Bottles
Bid Price per box:	\$36.26
Comments:	Must fit Deb Dispensor. DEB InstantFOAM Free Non-Alc Foam Hand Sanitizer 1L 6/Bx.



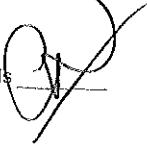
White Roll Towels	
Requirements: 1000 ft	
Estimated Annual	120 Cases
Manufacturer:	KIMMBERLY CLARK #01000
How Packaged:	12 packages per Case
Bid Price per Case:	\$68.09
Comments: KC 01000 HRT White Hard Roll Towel 8x1000 12/Cs.	

Anti-Bacterial Hand Soap	
Requirements: 1000ml bags 68941	
Estimated Annual	60 Cases
Manufacturer:	DEB
How Packaged:	6, 1-Liter Bags per Case
Bid Price per Case:	\$29.64
Comments: Must fit Deb Dispensor. DEB ANT1L Refresh AntiBac Foam 1L 6/Cs.	

Laundry Bleach	
Requirements: Liquid 5-Gallon Buckets	
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	\$27.25
Comments: Sodium Hypochlorite Chlorine Bleach 12.5% 5 Gal.	

Laundry Softener	
Requirements: Liquid 5-Gallon Buckets	
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	\$41.21
Comments: Sunburst Valu Soft Fabric Softener 791805 5 Gal.	

Screw on Mop Handles	
Requirements: N/A	
Estimated Annual	10 Cases
Manufacturer:	Optional
How Packaged:	Units of 12
Bid Price per unit	\$49.08
Comments: Golden Star HWM118SF Stay Flat Wood Handle Dz.	



Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	60 Cases
Manufacturer:	Optional
How Packaged:	2.5 Gal
Bid Price per box:	\$95.94
Comments: Must supply Dispensor. Johnson 94996458 RTD #66 Prominence HD Daily Clnr 5L/Bx.	

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	40 Cases
Usage:	
Manufacturer:	Optional
How Packaged:	2.2 Liter
Bid Price per box:	\$95.94
Comments: Must supply Dispensor. Johnson 94996458 RTD #66 Prominence HD Daily Clnr 5L/Bx.	

All Purpose Disinfectant Cleaner	
Requirements:	
Estimated Annual	100 Boxes
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$32.39
Comments: Must supply Dispensor Johnson 3062637 RTD #5 Virex II 256 Dis Clnr 1.5L 2/Bx.	

Bio-Enz Odor Control	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$46.89
Comments: Must supply Dispensor. Johnson 95773791 J-Fill #40 Breakdown Odor Elimin Con 2/2.5L/Bx.	

Acid Bathroom Cleaner	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	P&G
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$50.97
Comments: Must supply Dispensor. Johnson 93063461 RTD #9 Crew Shower/Tub/Tile Clean 1.5L 2/Bx.	

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 16th day of October 2017:

HP Products Corporation

Company Name

Signature

Cy Nahvi

Print

Company Address:

4220 Saguaro Trail

Indianapolis, Indiana 46268

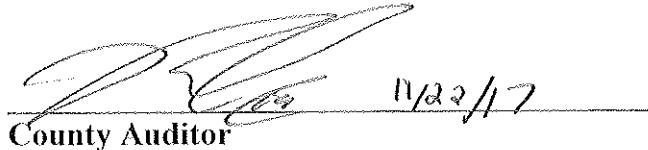
Phone: (317) 298-9957

County of Jefferson, State of Missouri



Kenneth B. Waller County Executive

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



11/22/17

County Auditor

APPROVED AS TO FORM



County Counselor



COOPERATIVE BID FORM

Bid Name: Janitorial Supplies 2018, #17-0079

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.

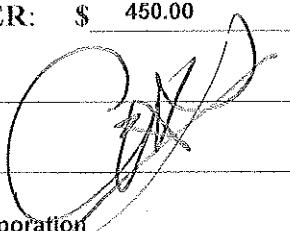
If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ 450.00

BY: Cy Nahvi

TITLE: General Manager

COMPANY: HP Products Corporation



CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (800) 457-0916 E-mail bids@hpproducts.com

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



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

EXHIBIT

A2

BID #: 17-0079

Invitation for Bid: JANITORIAL SUPPLIES 2018

Date Issued: 9-20-2017

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 24, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

DALE WAITES
Department of Public Works Division of Housekeeping
636-797-6082
dwaites@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

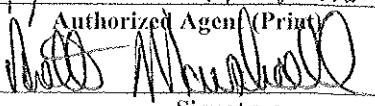
729 MAPLE ST / PO BOX 100

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.

All-Type Vacuum & Janitorial Supply Brett Marshall
Company Name Authorized Agent (Print)

10678 Trenton Ave. 
Address

St. Louis, MO 63132 President
City/State/Zip Code Title

314-427-0634 431468226
Telephone #

brett@all-typevacuum.com 314-427-0079
E-mail Fax #

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Table of Contents	Page 2
Bid Requirements	Page 3
Bid Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**
(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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

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) 797-5380, 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 Missouri.

2.25 LITIGATION:

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

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

AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now Brett Marshall (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm
All-Type Vacuum & Janitorial Supply (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 All-Type Vacuum & Janitorial Supply (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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


Authorized Representative's Signature

Brett Marshall
Printed Name

President
Title

October 23, 2017
Date

Subscribed and sworn to before me this 23rd of Oct 2017. I am

(DAY)

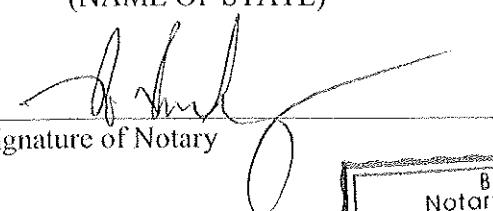
(MONTH, YEAR)

commissioned as a notary public within the County of St. Louis, State of

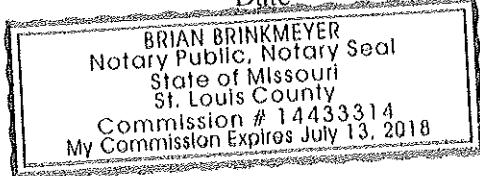
(NAME OF COUNTY)

Missouri
(NAME OF STATE)

7/13/18
(DATE)


Signature of Notary

10/23/17
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that All-Type Vacuum & Janitorial Supply (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.

Brett Marshall

Authorized Business Entity
Representative's Name
(Please Print)



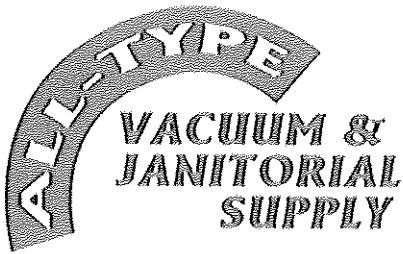
Authorized Business Entity
Representative's Signature

All-Type Vacuum & Janitorial Supply
Business Entity Name

October 23, 2017
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).



October 23, 2017

Mr. Dale Waites
County of Jefferson
729 Maple Street
Hillsboro, MO 63050

Dear Mr. Waites:

Following is pricing on the items we discussed:

Item #	Description	Qty.	Price
	<u>Jumbo Toilet Tissue – 2ply, 9" Rolls</u>		
RJSNOVA1002	Nova Jumbo Bath Tissue, 2ply, 9" rolls, 12rolls/case	Case	\$18.54
	<u>Laundry Detergent</u>		
INT8017	Interchem Sparkle Bright Laundry Detergent, 5 gal. pail	Each	\$22.60
	<u>Small Toilet Tissue</u>		
RJSNOVA4535	Nova Bath Tissue, 2ply, 500 sheets/roll, 96 rolls/case	Case	\$26.96
	<u>Kitchen Towels</u>		
RJSKT230851	Empress Kitchen Roll Towel, 8"x11" 85 sheets/roll, 30 rolls/case	Case	\$19.15
	<u>Trash Bags</u>		
BERLSR4046HB	Berry Plastics 40"x46" Trash Liners, 0/6mil, 125/case, black	Case	\$11.29
BERLBR2432LB	Berry Plastics 24"x32" Trash Liners, 0.4mil, 1000/case, black	Case	\$24.92
	<u>Bar Hand Soap</u>		
RJSTD400075	Transmacro Good Day Bar Soap, 3/4oz. , 1000/case	Case	\$47.15
	<u>Single Fold Towels</u>		
ESDGENSEF5001K	Gen Single Fold Paper Towels, 9"x9 1/4" brown kraft 1000/case	Case	\$14.71
ESDENSF500W	Gen Single Fold Paper Towels, 9x9 1/4" white 1000/case	Case	\$17.19
	<u>Ice Melt (Potassium Chloride)</u>		
SWI50#BAGIND	Scottwood Industrial Ice Melt, 50# bags, 50 bags/pallet (only sold by the pallet)	Pallet	\$570.00
	<u>Individually Wrapped Sanitary Napkins (Maxi Pads)</u>		
ESDHOSTMT4	Hospeco Maxithins Sanitary Napkins, Individually Wrapped, 250/case	Case	\$34.77
	<u>Mop Heads</u>		
OCD97819	O'Cedar 16oz. Maxi Cotton Screw-On Mop	Each	\$2.69

	Bleach		
ESDKIKBLEACH3	Pure Bright Liquid Bleach, 3-1 gallon/case	Case	\$8.90
ESDKIKBLEACJ6	Pure Bright Liquid Bleach, 6-1 gallon/case	Case	\$11.93
	Brooms		
RJSBR304SJAIL	Abco Bleanded No-Wires Broom, 12/case	Case	\$100.56
	Non-Alcohol Foaming Hand Sanitizer		
DEB55857	Deb Instant Foam Free Non-Alcohol, 1 Liter/case	Case	\$35.64
	White Roll Towels		
ESDKCC01000	Kimberly Clark Hard Roll Towels, White 12rolls/case	Case	\$106.56
RJSNP-61000EX	Nittany Hard Wound Towels, white, 6 rolls/case	Case	\$45.35
	Anti-Bacterial Hand Soap		
DEBANT1L	Deb Foam Anti-Bacterial Soap, 6/1Liter	Case	\$29.40
	Laundry Bleach		
INT630	Interchem Khlor Extra Laundry Bleach, 5 gal. pail	Each	\$26.45
	Laundry Softener		
INT655	Interchem Softy Laundry Softener, 5 gal. pail	Each	\$28.35
	Screw on Mop Handles		
ESDBWK834	Boardwalk Screw-In Mop Handle, Lacquered 60" Wood	Each	\$3.99
	Hi-Performance Neutral Floor Cleaner		
BRU11101407	Brulin Neutral Cleaner 2.5 gallon/2-case	Case	\$40.04
BRU19200133	Brulin Neutral Cleaner 64oz./4-case (1 to 256 dilution, dispenser will be supplied)	Case	\$74.70
	All-Purpose Disinfectant Cleaner		
BRU1922333	Brulin Maxima Disinfectant 64oz./4-case (1 to 256 dilution, dispenser will be supplied)	Case	\$65.99
BRU20103704	Brulin BioZyme II RTU, 1gal./4-case	Case	\$46.80
	Acid Bathroom Cleaner		
BRU19200233	Brulin Green Bathroom Cleaner, 64oz./4-case (dispenser will be supplied)	Case	\$75.61

Quotation good for 30 days

Should you require additional information or have any further questions, please contact me at
(314) 427-0634.

Sincerely,

ALL-TYPE VACUUM & JANITORIAL SUPPLY

Paul Unger

Paul Unger
Sales Associate

BID SPECIFICATIONS
BIDDERS ARE REQUIRED TO USE ATTACHED BID FORMS

CONTACT PERSON

Dale Waites
Housekeeping Supervisor
(636) 797-6082

BID FORM

1. Prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, fuel surcharge, and Assembly to locations specified by the
2. Various County Departments will utilize this bid award. Billing/invoices are to be by department name.
3. Estimated Annual Usage are Estimated Amounts Only, pricing is to be firm for plus (+) or minus (-) for amount ordered
4. Vendors are to insure that bid price is for the amounts or quantity specified.
5. All information requested, must be provided. Failure to provide requested information could result in a NO BID.

UOM (Unit of Measure) the following units of measure can only be used.

Ea.	each	
St.	set	
Cs.	case	must indicate number per case
Pk.	package	must indicate number per package
Bx.	box	must indicate number per box
Btl.	bottle	must indicate number of oz. per bottle
Rm.	ream	must indicate number of sheets per ream
Gal.	gallon	
Ctn.	carton	must indicate number per carton
Rl.	roll	
Dz.	dozen	
Pd.	pad	must indicate number of pads per package

Jumbo Toilet Tissue	
Requirements: 2 ply, 9" Rolls	
Estimated Annual Usage:	250 Cases
Manufacturer:	Georgia or Equivalent
How Packaged:	
Rolls per Case:	12
Bid Price per Case:	
Comments: Must fit San Jamar disp.	

Laundry Detergent	
Liquid: 5-Gallon Buckets	
Estimated Annual Usage:	30 Buckets
Manufacturer:	Optional
How Packaged:	5 Gal/bucket
Bid Price per Bucket:	
Comments:	



Small Toilet Tissue	
Requirements:	2 ply
Estimated Annual Usage:	480 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	96
Sheets per Roll:	500
Bid Price per Case:	
Comments:	

Kitchen Towels	
Requirements:	N/A
Estimated Annual Usage:	50 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	30
Sheets per Roll:	90
Bid Price per Case:	
Comments:	

Trash Bags	
Requirements:	Large
Estimated Annual Usage:	240 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	200
Bag Size:	40"x46" .60 mil
Bid Price per Case:	
Comments:	Need sample with bid

Trash Bags	
Requirements:	Small
Estimated Annual Usage:	180 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	1,000
Bag Size:	22"x33" .40 mil
Bid Price per Case:	
Comments:	Need sample with bid

Bar Hand Soap (NOT Ivory)	
Requirements:	3/4 oz bars
Estimated Annual Usage:	340 Cases
Manufacturer:	Optional
How Packaged:	100 bars per case
Oz. per Bar:	0.75
Bars per Case:	100
Bid Price per Case:	
Comments:	Unwrapped

Single Fold Towels	
Requirements:	
Estimated Annual Usage:	120 Cases
Manufacturer:	Optional
Sheet Size:	9"x10"(230mm x 270mm)
How Packaged:	By the Case
Sheets per Package:	
Package Per Case:	
Bid Price per Case:	
Comments:	

Ice Melt (Potassium Chloride)	
Requirements:	50 lb bag
Estimated Annual Usage:	200 bags - depending on weather conditions
Manufacturer:	Optional
How Packaged:	bag/box
Lbs. per bag:	50
Bid Price per 50 lb. :	
Comments:	Small sample to check rock size to be submitted with bid

Individually Wrapped Sanitary Napkins (Maxi Pads)	
Requirements:	N/A
Estimated Annual Usage:	125 Cases
Manufacturer:	Optional
How Packaged:	By the Case
Pads per Box:	1 each
Boxes per Case:	250
Bid Price per Case:	
Comments:	

Mop Heads		
Requirements:	16 oz. (Cotton)	Screw down type
		Sewn on top
Estimated Annual Usage:	40 Cases (6 in case)	
Manufacturer:	Optional	
How Packaged:	Bulk	
Mop Heads per Case:	6	
Bid Price per Case:		
Comments:	No wire and must be screw on type.	

Bleach		
Requirements:	Liquid	House Strength
Estimated Annual Usage:	40 Cases	
Manufacturer:	Optional	
How Packaged:	Case	
Gallons per Case:	4	
Bid Price per Case:		
Comments:		

Brooms		
Requirements:	Corn, Heavy Weight	Sewn, Wooden Handle
Estimated Annual Usage:	20 Doz.	
Manufacturer:	Optional	
How Packaged:		
Bid Price per Dozen:		
Comments:	No wire of any kind on brooms. (Prison Type)	

Non-Alcohol Foaming Hand Sanitizer		
Requirements:	#55857	
Estimated Annual Usage:	50 Cases	
Manufacturer:	DEB	
How Packaged:	1-Liter Bottles	
Bid Price per box:		
Comments:	Must fit Deb Dispenser.	

White Roll Towels	
Requirements:	1000 ft
Estimated Annual	120 Cases
Manufacturer:	KIMMBERLY CLARK #01000
How Packaged:	12 packages per Case
Bid Price per Case:	
Comments:	

Anti-Bacterial Hand Soap	
Requirements:	1000ml bags 68941
Estimated Annual	60 Cases
Manufacturer:	DEB
How Packaged:	6, 1-Liter Bags per Case
Bid Price per Case:	
Comments:	Must fit Deb Dispensor.

Laundry Bleach	
Requirements:	Liquid 5-Gallon Buckets
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	
Comments:	

Laundry Softener	
Requirements:	Liquid 5-Gallon Buckets
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	
Comments:	

Screw on Mop Handles	
Requirements:	N/A
Estimated Annual	10 Cases
Manufacturer:	Optional
How Packaged:	Units of 12
Bid Price per unit:	
Comments:	

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	60 Cases
Manufacturer:	Optional
How Packaged:	2.5 Gal
Bid Price per box:	
Comments: Must supply Dispensor.	

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	40 Cases
Usage:	
Manufacturer:	Optional
How Packaged:	2.2 Liter
Bid Price per box:	
Comments: Must supply Dispensor.	

All Purpose Disinfectant Cleaner	
Requirements:	
Estimated Annual	100 Boxes
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor	

Bio-Enz Odor Control	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	

Acid Bathroom Cleaner	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	P&G
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2017:

All-Type Vacuum & Janitorial Supply County of Jefferson, State of Missouri
Company Name



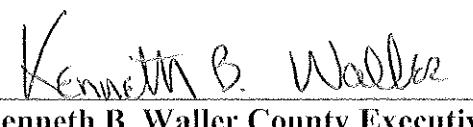
Signature

Brett Marshall

Print

Company Address: 10678 Trenton Ave.

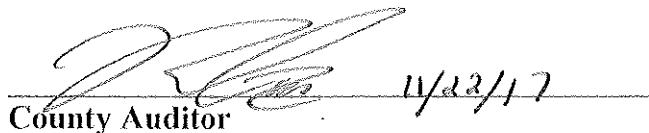
St. Louis, MO 63132



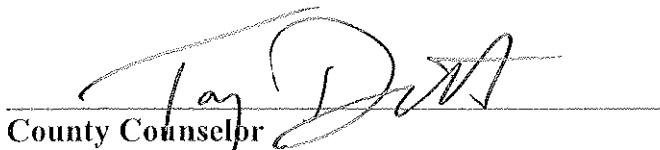
Kenneth B. Waller County Executive

Phone: 314-427-0634

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 11/22/17

APPROVED AS TO FORM


County Counselor

COOPERATIVE BID FORM

Bid Name: Janitorial Supplies 2018

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ 250.00

BY: Mike Marshall

TITLE: President

COMPANY: AllType Vacuum & Janitorial Supply

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-427-0634 E-mail mette@AllTypeVACUUM.com /

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



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

BID #: 17-0079

Invitation for Bid: JANITORIAL SUPPLIES 2018

Date Issued: 9-26-2017

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 24, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

DALE WAITES
Department of Public Works Division of Housekeeping
636-797-6082
dwaites@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.

Industrial Soap Company

Ron Morrison

Company Name

Authorized Agent (Print)

9150 Latty Ave.

Signature

Address

St. Louis, MO 63134

VP-Contracts

City/State/Zip Code

Title

314-241-6363

October 23, 2017 43-0336850

Telephone #

Date

Tax ID #

iscadmin@industrialssoap.com

314-533-5556

E-mail

Fax #

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REQUIRED DOCUMENTS

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
- Or
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**



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 285.330 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) 797-5380, 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.jeffersonmo.org. NO COPIES of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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



2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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



2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers



performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

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

Indicate: Individual; Partnership; Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Missouri.

2.25 LITIGATION:

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

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



AFFIDAVIT OF WORK AUTHORIZATION

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

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

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


Authorized Representative's Signature

Ron Morrison
Printed Name

VP-Contracts
Title

October 23, 2017
Date

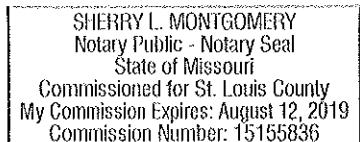
Subscribed and sworn to before me this 23rd of October, I am
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on 8-12-2019.
(NAME OF STATE) (DATE)


Signature of Notary

10-23-2017
Date



ACCIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

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

Ron Morrison
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

Industrial Soap Company
Business Entity Name

10-23-17
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).

BID SPECIFICATIONS
BIDDERS ARE REQUIRED TO USE ATTACHED BID FORMS

CONTACT PERSON

Dale Waites

Housekeeping Supervisor

(636) 797-6082

BID FORM

1. Prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, fuel surcharge, and Assembly to locations specified by the
2. Various County Departments will utilize this bid award. Billing/invoices are to be by department name.
3. Estimated Annual Usage are Estimated Amounts Only, pricing is to be firm for plus (+) or minus (-) for amount ordered
4. Vendors are to insure that bid price is for the amounts or quantity specified.
5. All information requested, must be provided. Failure to provide requested information could result in a NO BID.

UOM (Unit of Measure) the following units of measure can only be used.

Ea.	each	
St.	set	
Cs.	case	must indicate number per case
Pk.	package	must indicate number per package
Bx.	box	must indicate number per box
Btl.	bottle	must indicate number of oz. per bottle
Rm.	ream	must indicate number of sheets per ream
Gal.	gallon	
Ctn.	carton	must indicate number per carton
RL.	roll	
Dz.	dozen	
Pd.	pad	must indicate number of pads per package

Jumbo Toilet Tissue	
Requirements:	2 ply, 9" Rolls
Estimated Annual Usage:	250 Cases
Manufacturer:	Georgia or Equivalent
How Packaged:	12 rolls per case
Rolls per Case:	12
Bid Price per Case:	\$17.55
Comments:	Must fit San Jamar disp.

Laundry Detergent	
Liquid:	5-Gallon Buckets
Estimated Annual Usage:	30 Buckets
Manufacturer:	Optional
How Packaged:	5 Gal/bucket
Bid Price per Bucket:	\$29.25
Comments:	



Small Toilet Tissue	
Requirements:	2 ply
Estimated Annual Usage:	480 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	96
Sheets per Roll:	500
Bid Price per Case:	\$27.95
Comments:	

Kitchen Towels	
Requirements:	N/A
Estimated Annual Usage:	50 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	30
Sheets per Roll:	90
Bid Price per Case:	\$17.65
Comments:	

Trash Bags	
Requirements:	Large
Estimated Annual Usage:	240 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	200- 250
Bag Size:	40"x46" .60 mil
Bid Price per Case:	\$18.25
Comments:	Need sample with bid

NOTE: Ours is per case of 250, equals
\$.073 per bag!

Trash Bags	
Requirements:	Small
Estimated Annual Usage:	180 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	1,000
Bag Size:	22"x33" .40 mil
Bid Price per Case:	\$25.65
Comments:	Need sample with bid

Equals \$.0257 per bag!

Bar Hand Soap (NOT Ivory)	
Requirements:	3/4 oz bars
Estimated Annual Usage:	340 Cases
Manufacturer:	Optional
How Packaged:	1000 bars per case
Oz. per Bar:	0.75
Bars per Case:	100- 1000
Bid Price per Case:	\$88.00
Comments:	Unwrapped Wrapped \$.088 per bar

Single Fold Towels	
Requirements:	
Estimated Annual Usage:	120 Cases
Manufacturer:	Optional
Sheet Size:	9"x10" (230mm x 270mm)
How Packaged:	By the Case
Sheets per Package:	250
Package Per Case:	16
Bid Price per Case:	\$14.31
Comments:	

Ice Melt (Potassium Chloride)	
Requirements:	50 lb bag
Estimated Annual Usage:	200 bags - depending on weather conditions
Manufacturer:	Optional
How Packaged:	bag/box
Lbs. per bag:	50
Bid Price per 50 lb.:	\$8.49
Comments:	Small sample to check rock size to be submitted with bid *Sample will be sent under separate cover

Individually Wrapped Sanitary Napkins (Maxi Pads)	
Requirements:	N/A
Estimated Annual Usage:	125 Cases
Manufacturer:	Optional
How Packaged:	By the Case
Pads per Box:	1 each
Boxes per Case:	250
Bid Price per Case:	\$24.62
Comments:	



Mop Heads	
Requirements: 15 oz. (Cotton) Screw down type Sewn on top	
Estimated Annual Usage:	40 Cases (6 in case)
Manufacturer:	Optional
How Packaged:	Bulk
Mop Heads per Case:	6
Bid Price per Case:	\$15.87
Comments:	No wire and must be screw on type.

Gleach	
Requirements: Liquid House Strength	
Estimated Annual Usage:	40 Cases
Manufacturer:	Optional
How Packaged:	Case
Gallons per Case:	4
Bid Price per Case:	\$5.77
Comments:	

Brooms	
Requirements: Corn, Heavy Weight Sewn, Wooden Handle	
Estimated Annual Usage:	20 Doz.
Manufacturer:	Optional
How Packaged:	12 per case
Bid Price per Dozen:	\$93.60
Comments:	No wire of any kind on brooms. (Prison Type) min. order in lots of 12 per case

See attached literature

Non-Alcohol Foaming Hand Sanitizer	
Requirements: #55857	
Estimated Annual Usage:	50 Cases
Manufacturer:	DEB
How Packaged:	1-liter Bottles
Bid Price per box:	\$36.96
Comments:	Must fit Deb Dispenser.

Exactly as currently being supplied!



White Roll Towels	
Requirements:	1000 ft
Estimated Annual	120 Cases
Manufacturer:	KIMMBERLY CLARK #01000
How Packaged:	12 packages per Case
Bid Price per Case:	\$66.45
Comments:	KC #01000

Anti-Bacterial Hand Soap	
Requirements:	1000ml bags 68941
Estimated Annual	60 Cases
Manufacturer:	DEB
How Packaged:	6, 1-liter Bags per Case
Bid Price per Case:	\$29.80
Comments:	Must fit Deb Dispenser.

Laundry Bleach	
Requirements:	Liquid 5-Gallon Buckets
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	\$39.45
Comments:	Envirotex laundry detergent

Laundry Softener	
Requirements:	Liquid 5-Gallon Buckets
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	\$63.00
Comments:	Envirotex softener

Screw on Mop Handles	
Requirements:	N/A
Estimated Annual	10 Cases
Manufacturer:	Optional
How Packaged:	Units of 12
Bid Price per unit	\$45.15 per case of 12
Comments:	As specified

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	60 Cases
Manufacturer:	Optional
How Packaged:	2.5 Gal
Bid Price per box:	\$19.65 per 2.5 Gal/\$39.30 per case of 2/2.5 Gal
Comments: Must supply Dispensor. Brulin Neutral Cleaner	

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	40 Cases
Usage:	40 Cases
Manufacturer:	Optional
How Packaged:	2.2 Liter
Bid Price per box:	\$70.22 per case of 4/64 oz. (equals approx. \$17.55 per 64 oz.)
Comments: Must supply Dispensor. Brulin Neutral Cleaner	

All Purpose Disinfectant Cleaner	
Requirements:	
Estimated Annual	100 Boxes
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$62.28 per case of 4/64 oz. (1:256 Dilution Rate)
Comments: Must supply Dispensor Brulin Maxima Disinfectant Cleaner	

Bio-Enz Odor Control	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$43.40 per case of 4 Gallons
Comments: Must supply Dispensor. Brulin Biozyme II RTU- Ready to Use	

Acid Bathroom Cleaner	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	P&G
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$69.85 per case of 4/64 oz. (1:64 dilution rate)
Comments: Must supply Dispensor. Brulin Green Bathroom Cleaner	



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 23rd day of October 2017:

Industrial Soap Company

Company Name

Signature

Ron Morrison

Print

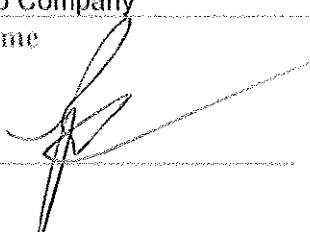
Company Address:

9150 Latty Ave.

St. Louis, MO 63134

Phone: 314-241-6363

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

11/22/12

APPROVED AS TO FORM


County Counselor

COOPERATIVE BID FORM

Bid Name: Industrial Soap Company

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ None

BY: Ron Morrison

TITLE: VP-Contracts

COMPANY: Industrial Soap Company

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-241-6363

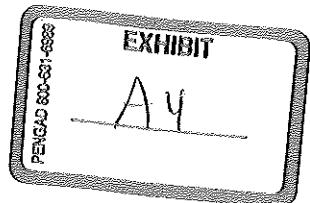
E-mail jscadmin@industrialssoap.com

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





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



BID #: 17-0079

Invitation for Bid: JANITORIAL SUPPLIES 2018

Date Issued: 9-20-2017

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 24, 2017, AT 2:00 P.M. LOCAL TIME.

Specification	DALE WAITES
Contact:	Department of Public Works Division of Housekeeping 636-797-6082 dwaites@jeffcomo.org

Contract	VICKIE PRATT
Contact:	Department of Administrative Services 636-797-5380

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

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

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

Vendor
Information:

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

Royal Paper Inc.	Brian Erekbeal
Company Name	Authorized Agent (Print)
2701 Hereford Street	Signature
Address	
St. Louis, Mo 63139	SALES ASSOCIATE
City/State/Zip Code	Title
314-664-3900	10/17/17
Telephone #	Date
	Tax ID #
brianerxlebengroyal.com	314-669-1266
E-mail	Fax #

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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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

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) 797-5380, 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 Missouri.

2.25 LITIGATION:

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

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

AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now Paul Passanise (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Royal Papers Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Jefferson County (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 Royal Papers Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Jefferson County (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.)

PP
Authorized Representative's Signature

Paul Passanise
Printed Name

President
Title

10/4/17
Date

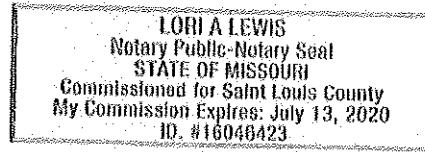
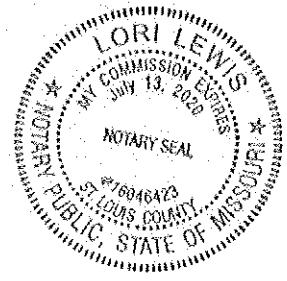
Subscribed and sworn to before me this 4th of Oct, 2017 I am
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on 7/13/20
(NAME OF STATE) (DATE)

Lori A. Lewis
Signature of Notary

10/4/17
Date



AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

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

Paul Passanissi

Authorized Business Entity
Representative's Name
(Please Print)

PSR

Authorized Business Entity
Representative's Signature

Royal Papers Inc

Business Entity Name

10/4/17

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).

BID SPECIFICATIONS
BIDDERS ARE REQUIRED TO USE ATTACHED BID FORMS
CONTACT PERSON

Dale Waites
Housekeeping Supervisor
(636) 797-6082

BID FORM

1. Prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, fuel surcharge, and Assembly to locations specified by the
2. Various County Departments will utilize this bid award. Billing/invoices are to be by department name.
3. Estimated Annual Usage are Estimated Amounts Only, pricing is to be firm for plus (+) or minus (-) for amount ordered
4. Vendors are to insure that bid price is for the amounts or quantity specified.
5. All information requested, must be provided. Failure to provide requested information could result in a NO BID.

UOM (Unit of Measure) the following units of measure can only be used.

Ea.	each	
St.	set	
Cs.	case	must indicate number per case
Pk.	package	must indicate number per package
Bx.	box	must indicate number per box
Btl.	bottle	must indicate number of oz. per bottle
Rm.	ream	must indicate number of sheets per ream
Gal.	gallon	
Ctn.	carton	must indicate number per carton
Rl.	roll	
Dz.	dozen	
Pd.	pad	must indicate number of pads per package

Jumbo Toilet Tissue	
Requirements:	2 ply, 9" Rolls
Estimated Annual Usage:	250 Cases
Manufacturer:	Georgia or Equivalent
How Packaged:	12 Rolls /1000' RL /CASE
Rolls per Case:	12
Bid Price per Case:	18.95/case
Comments:	Must fit San Jamar disp.

RPSRT-2-SEL

Laundry Detergent	
Liquid: 5-Gallon Buckets	
Estimated Annual Usage:	30 Buckets
Manufacturer:	Optional
How Packaged:	5 Gal/bucket
Bid Price per Bucket:	59.46 /CASE
Comments:	CASE PACK: 2 / 2.5 gal /CASE (EASIER TO MANEUVER)

RL 7000

Small Toilet Tissue	
Requirements: 2 ply	
Estimated Annual Usage:	480 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	96 ✓
Sheets per Roll:	500 ✓
Bid Price per Case:	\$ 28.45/CASE
Comments:	4.5" x 3.5" sheet size

RPTP-2-SEL
4.5" x 3.5" sheet size

Kitchen Towels	
Requirements: N/A	
Estimated Annual Usage:	50 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	30
Sheets per Roll:	90
Bid Price per Case:	
Comments:	12 rolls of 250 sheets/roll/case 9" x 11" sheet size (300 more sheets/case)

RPKRT-250

Trash Bags	
Requirements: Large	
Estimated Annual Usage:	240 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	200
Bag Size:	40" x 46" .60 mil
Bid Price per Case:	(A) \$ 24.99/cs ; (B) \$ 22.32/cs
Comments:	Need sample with bid SEE ALTERNATE ALSO →

A) RL44x44-B
(44 gal 40x46 black)
Extra Heavy 250/cs
.6 mil
\$ 24.99/cs

ALTERNATE
(B) RLHD44x44-B
(40x48 black roll high density liner extra hvy)
250/cs
\$ 22.32/cs

Trash Bags	
Requirements: Small	
Estimated Annual Usage:	180 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	1,000
Bag Size:	22" x 33" .40 mil
Bid Price per Case:	(A) \$ 31.95/cs ; (B) \$ 19.50/cs
Comments:	Need sample with bid SEE ALTERNATE (B) →

(A) RL10L/M-B-Perf
(22x33 .40 mil black)
roll liner 1000/cs
\$ 31.95/cs

ALTERNATE
(B) RLHD10L/M-B
(24x33 black high density)
roll liner 1000/cs
\$ 19.50/cs

Bar Hand Soap (NOT Ivory)	
Requirements:	3/4 oz bars
Estimated Annual Usage:	340 Cases
Manufacturer:	Optional
How Packaged:	100 bars per case
Oz. per Bar:	0.75
Bars per Case:	100
Bid Price per Case:	\$43.95/cs
Comments:	Unwrapped ours is wrapped

TPPW - CB075

ours has 400 per case

Single Fold Towels	
Requirements:	
Estimated Annual Usage:	120 Cases
Manufacturer:	Optional
Sheet Size:	9"x10"(230mm x 270mm)
How Packaged:	By the Case
Sheets per Package:	250 brown
Package Per Case:	16 9x10
Bid Price per Case:	\$ 18.51/case
Comments:	

BW470

Ice Melt (Potassium Chloride)	
Requirements:	50 lb bag
Estimated Annual Usage:	200 bags - depending on weather conditions
Manufacturer:	Optional
How Packaged:	bag/box
Lbs. per bag:	50
Bid Price per 50 lb.:	\$ 7.95/bag
Comments:	Small sample to check rock size to be submitted with bid

ST - Traction Melt 50

Individually Wrapped Sanitary Napkins (Maxi Pads)	
Requirements:	N/A
Estimated Annual Usage:	125 Cases
Manufacturer:	Optional
How Packaged:	By the Case
Pads per Box:	1 each
Boxes per Case:	250
Bid Price per Case:	\$ 36.84/cs
Comments:	

RC25189973

Mop Heads		
Requirements:	16 oz. (Cotton)	Screw down type
Estimated Annual Usage:	40 Cases (6 in case)	
Manufacturer:	Optional	
How Packaged:	Bulk	
Mop Heads per Case:	6	
Bid Price per Case:	\$ 9.95/CASE	
Comments:	No wire and must be screw on type.	

RL16COT

Bleach		
Requirements:	Liquid	House Strength
Estimated Annual Usage:	40 Cases	
Manufacturer:	Optional	
How Packaged:	Case	
Gallons per Case:	4	
Bid Price per Case:	\$ 5.92/CASE	
Comments:		

NVBL-4

Brooms		
Requirements:	Corn, Heavy Weight	Sewn, Wooden Handle
Estimated Annual Usage:	20 Doz.	
Manufacturer:	Optional	
How Packaged:	12 / DOZEN	
Bid Price per Dozen:	\$ 76.50 / DOZEN	
Comments:	No wire of any kind on brooms. (Prison Type)	

#12247 - Big Max

Non-Alcohol Foaming Hand Sanitizer		
Requirements:	#55857	
Estimated Annual Usage:	50 Cases	
Manufacturer:	DEB	
How Packaged:	1-Liter Bottles	
Bid Price per box:	\$ 39.99/CASE	
Comments: Must fit Deb Dispensor.	YES	

RP1120

(6 BOXES, 1 LITER/CASE)

→ SAMPLE Submitted to Kerry & DALE

White Roll Towels	
Requirements:	1000 ft
Estimated Annual	120 Cases
Manufacturer:	KIMMBERLY CLARK #01000
How Packaged:	12 packages per Case ✓
Bid Price per Case:	\$ 57.79/case
Comments:	Not Kimberly Clark

RPRLBZ-1000

12 RLS/1000'CS

Anti-Bacterial Hand Soap	
Requirements:	1000ml bags 68941
Estimated Annual	60 Cases
Manufacturer:	DEB
How Packaged:	6, 1-Liter Bags per Case
Bid Price per Case:	\$ 28.95/case
Comments:	Must fit Deb Dispenser. YES

RP1110

(6 BOXES/1 LITER/CASE)

AS SAMPLE SUBMITTED TO KERRY 8/ DATE

Laundry Bleach	
Requirements:	Liquid 5-Gallon Buckets
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	\$ 32.02/case
Comments:	2/2.5 gal/case EASIER TO MANEUVER

RL7300

Laundry Softener	
Requirements:	Liquid 5-Gallon Buckets
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	\$ 53.86/case
Comments:	2/2.5 gal/case EASIER TO MANEUVER

RL7500

Screw-on Mop Handles	
Requirements:	N/A
Estimated Annual	10 Cases
Manufacturer:	Optional
How Packaged:	Units of 12
Bid Price per unit	\$ 3.89/each
Comments:	

RL6050-HDLE

(\$46.68/DOZEN)

ALTERNATIVE / Proctor & Gamble Professional
closed-looped/color coded chemical
dilution

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	60 Cases
Manufacturer:	Optional
How Packaged:	2.5 Gal
Bid Price per box:	
Comments: Must supply Dispensor.	

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual Usage:	40 Cases
Manufacturer:	Optional
How Packaged:	2.2 Liter
Bid Price per box:	
Comments: Must supply Dispensor.	

All Purpose Disinfectant Cleaner	
Requirements:	
Estimated Annual	100 Boxes
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor	

A) PG02037 (Proline #32 "Mr. CLEAN"
Finished Floor cleaner 4 gallons/case
Y402- Y202/gallon dilution
\$ 68.95 /CASE (MAKES 2,048 gallons
per case, .0337¢/gallon)

(B) PG32535 (Spic n
Span Multi Surface,
Glass, D.Surf All Purpose,
Washroom, Bowl, Deodorizer,
2 gallons/case
\$ 89.95 /CASE
.73¢/quart

Bio-Enz Odor Control	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	

(A) PG38015 ("Febreze" deodorizer,
2 gallons/case)
\$ 118.00 /CASE

(B) NI12826A
(Green Apple Enzyme
dilution / odor controller
4 gallons/case
\$ 49.95 /CASE

Acid Bathroom Cleaner	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	P&G
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	

PG20542 ("Comet"
Proline Acid bathroom
cleaner 3 gal/case)
\$ 53.25 /CASE

* FREE OSHA Approved LABELED
SPRAY BOTTLES & SPRAYERS

(B) ALTERNATIVE / SPARTAN "CLEAN ON THE GO" CHEMICALS
 $4\frac{1}{2}$ liters/case

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	60 Cases
Manufacturer:	Optional
How Packaged:	2.5 Gal
Bid Price per box:	
Comments: Must supply Dispensor.	

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	40 Cases
Usage:	
Manufacturer:	Optional
How Packaged:	2.2 Liter
Bid Price per box:	
Comments: Must supply Dispensor.	

All Purpose Disinfectant Cleaner	
Requirements:	
Estimated Annual	100 Boxes
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	

Bio-Enz Odor Control	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	

Acid Bathroom Cleaner	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	P&G
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	

(B) SP4736 ("Damp mop" neutral)
 CLEANER, 2 oz/gallon)

$4\frac{1}{2}$ liters/case

\$22.35/case

MAKES

135.20 gallons/case

SP4805 ("Peroxy 4D" Disinfectant
 cleaner $4\frac{1}{2}$ liters/cs 2 oz/gal)

\$51.88/case

MAKES 135.20 gals/case

SP4710 (Airlift Tropical Air Freshener)

$4\frac{1}{2}$ liters/cs 2 oz/gallon

\$125.50/case

MAKES

135.20 gallons/cs

SP4724 (Acid bathroom/shower cleaner)

$4\frac{1}{2}$ liters/cs 2 oz/gallon)

\$98.95/case

MAKES

135.20 gals/cs

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2017:

Royal Paper Inc.
Company Name

Brian E. Erxleben
Signature
Brian Erxleben
Print

County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: 2701 Herfeld St.
St. Louis, Mo 63139

Phone: 314-664-3900

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.

D. Lee 142212
County Auditor

APPROVED AS TO FORM

J. D. M.
County Counselor

COOPERATIVE BID FORM

Bid Name: Janitorial Supplies 2018

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ 250.00 : 5 CASE minimum

BY: Brian Eichleben

TITLE: SALES Associate

COMPANY: Royal Pages

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-664-3900 E-mail brian@eichleben.royalpages.com

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



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



BID #: 17-0079

Invitation for Bid: JANITORIAL SUPPLIES 2018

Date Issued: 9-20-2017

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 24, 2017, AT 2:00 P.M. LOCAL TIME.

Specification

Contact:

DALE WAITES

Department of Public Works Division of Housekeeping
636-797-6082
dwaites@jeffcomo.org

Contract

Contact:

VICKIE PRATT

Department of Administrative Services
636-797-5380

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

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

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

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

**Vendor
Information:**

Ecolab Inc.

Dale Mrozinski

Company Name

Authorized Agent (Print)

1 Ecolab Place, EGH-7

Signature

Address

St. Paul, MN 55102

Government Sales Manager

City/State/Zip Code

Title

651-250-4358

10/19/2017

41-0231510

Telephone #

Date

Tax ID #

gov.sales@ecolab.com

651-306-5429

E-mail

Fax #

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

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) 797-5380, 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 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 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 Dale Mrozinski (Name of Business Entity Authorized Representative) as
Government Sales Manager (Position/Title) first being duly sworn on my oath, affirm
Ecolab Inc. (Business Entity Name) is enrolled and will continue to participate in the
E-Verify federal work authorization program with respect to employees hired after enrollment in the program
who are proposed to work in connection with the services related to Bid 17-0079 Janitorial Supplies 2018
(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
Ecolab Inc. (Business Entity Name) does not and will not knowingly employ a person
who is an unauthorized alien in connection with the contracted services related to
Bid 17-0079 Janitorial Supplies 2018 (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.)

Dale Mrozinski
Authorized Representative's Signature

Dale Mrozinski
Printed Name

Government Sales Manager 10/19/2017
Title Date

Subscribed and sworn to before me this 19th of October, 2017. I am

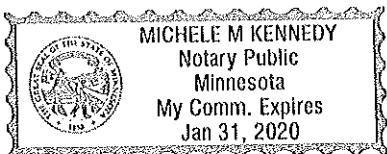
(DAY)

(MONTH, YEAR)

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

Minnesota and my commission expires on 1/31/2020.
(NAME OF STATE) (DATE)

Michele Kennedy 10/19/2017
Signature of Notary Date

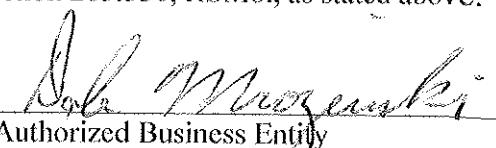


AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

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

Dale Mrozinski
Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Ecolab Inc.
Business Entity Name

10/19/2017
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).

BID SPECIFICATIONS
BIDDERS ARE REQUIRED TO USE ATTACHED BID FORMS

CONTACT PERSON

Dale Waites
Housekeeping Supervisor

(636) 797-6082

BID FORM

1. Prices are **ALL INCLUSIVE**: (Shipping, Handling, Delivery, fuel surcharge, and Assembly to locations specified by the
2. Various County Departments will utilize this bid award. Billing/invoices are to be by department name.
3. Estimated Annual Usage are **Estimated Amounts Only**, pricing is to be firm for plus (+) or minus (-) for amount ordered
4. Vendors are to insure that bid price is for the amounts or quantity specified.
5. All information requested, must be provided. Failure to provide requested information could result in a NO BID.

UOM (Unit of Measure) the following units of measure can only be used.

Ea.	each	
St.	set	
Cs.	case	must indicate number per case
Pk.	package	must indicate number per package
Bx.	box	must indicate number per box
Btl.	bottle	must indicate number of oz. per bottle
Rm.	ream	must indicate number of sheets per ream
Gal.	gallon	
Ctn.	carton	must indicate number per carton
RL.	roll	
Dz.	dozen	
Pd.	pad	must indicate number of pads per package

Jumbo Toilet Tissue	
Requirements: 2 ply, 9" Rolls	
Estimated Annual Usage:	250 Cases
Manufacturer:	Georgia or Equivalent
How Packaged:	
Rolls per Case:	12
Bid Price per Case:	
Comments: Must fit San Jamar disp. NO BID	

Laundry Detergent	
Liquid: 5-Gallon Buckets	
Estimated Annual Usage:	30 Buckets
Manufacturer:	Optional
How Packaged:	5 Gal/bucket
Bid Price per Bucket:	\$79.14/bucket
Comments: Ecolab #6116326 Tri-Star Flexylite 5 Gal	

Small Toilet Tissue	
Requirements: 2 ply	
Estimated Annual Usage:	480 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	96
Sheets per Roll:	500
Bid Price per Case:	
Comments:	NO BID

Kitchen Towels	
Requirements: N/A	
Estimated Annual Usage:	50 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	30
Sheets per Roll:	90
Bid Price per Case:	
Comments:	NO BID

Trash Bags	
Requirements: Large	
Estimated Annual Usage:	240 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	200
Bag Size:	40"x46" .60 mil
Bid Price per Case:	
Comments:	Need sample with bid NO BID

Trash Bags	
Requirements: Small	
Estimated Annual Usage:	180 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	1,000
Bag Size:	22"x33" .40 mil
Bid Price per Case:	
Comments:	Need sample with bid NO BID

Bar Hand Soap (NOT Ivory)	
Requirements:	3/4 oz bars
Estimated Annual Usage:	340 Cases
Manufacturer:	Optional
How Packaged:	100 bars per case
Oz. per Bar:	0.75
Bars per Case:	100
Bid Price per Case:	
Comments:	Unwrapped NO BID

Single Fold Towels	
Requirements:	
Estimated Annual Usage:	120 Cases
Manufacturer:	Optional
Sheet Size:	9"x10"(230mm x 270mm)
How Packaged:	By the Case
Sheets per Package:	
Package Per Case:	
Bid Price per Case:	
Comments:	NO BID

Ice Melt (Potassium Chloride)	
Requirements:	50 lb bag
Estimated Annual Usage:	200 bags - depending on weather conditions
Manufacturer:	Optional
How Packaged:	bag/box
Lbs. per bag:	50
Bid Price per 50 lb.:	
Comments:	Small sample to check rock size to be submitted with bid NO BID

Individually Wrapped Sanitary Napkins (Maxi Pads)	
Requirements:	N/A
Estimated Annual Usage:	125 Cases
Manufacturer:	Optional
How Packaged:	By the Case
Pads per Box:	1 each
Boxes per Case:	250
Bid Price per Case:	
Comments:	NO BID

Mop Heads		
Requirements:	16 oz. (Cotton)	Screw down type
		Sewn on top
Estimated Annual Usage:	40 Cases (6 in case)	
Manufacturer:	Optional	
How Packaged:	Bulk	
Mop Heads per Case:	6	
Bid Price per Case:		
Comments:	No wire and must be screw on type. NO BID	

Bleach		
Requirements:	Liquid	House Strength
Estimated Annual Usage:	40 Cases	
Manufacturer:	Optional	
How Packaged:	Case	
Gallons per Case:	4	
Bid Price per Case:		
Comments:	NO BID	

Brooms		
Requirements:	Corn, Heavy Weight	Sewn, Wooden Handle
Estimated Annual Usage:	20 Doz.	
Manufacturer:	Optional	
How Packaged:		
Bid Price per Dozen:		
Comments:	No wire of any kind on brooms. (Prison Type) NO BID	

Non-Alcohol Foaming Hand Sanitizer		
Requirements:	#55857	
Estimated Annual Usage:	50 Cases	
Manufacturer:	DEB	
How Packaged:	1-Liter Bottles	
Bid Price per box:	\$49.00/case	
Comments:	Must fit Deb Dispenser.	

Ecolab Inc. #6100730 Foam Hand Sanitizer
4x1250ml
\$49.00/case

Ecolab Dispenser - No Charge

White Roll Towels	
Requirements:	1000 ft
Estimated Annual	120 Cases
Manufacturer:	KIMMBERLY CLARK #01000
How Packaged:	12 packages per Case
Bid Price per Case:	
Comments:	NO BID

Anti-Bacterial Hand Soap	
Requirements:	1000ml bags 68941
Estimated Annual	60 Cases
Manufacturer:	DEB
How Packaged:	6, 1-Liter Bags per Case
Bid Price per Case:	\$41.88/case
Comments:	Must fit Deb Dispensor.

Ecolab Inc. #6101088 Nexa AB Foam Hand Soap
 4x1250ml
 \$41.88/case
 Ecolab Dispenser - No Charge

Laundry Bleach	
Requirements:	Liquid 5-Gallon Buckets
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	\$29.50/bucket
Comments:	Ecolab #6115982 Laundri Destainer 5 Gal

Laundry Softener	
Requirements:	Liquid 5-Gallon Buckets
Estimated Annual	30 Buckets
Manufacturer:	Optional
How Packaged:	By the 5-gal. Bucket
Bid Price per bucket:	\$107.29/bucket
Comments:	Ecolab #6100998 Tri Star Clearly Soft Plus 5 Gal

Screw on Mop Handles	
Requirements:	N/A
Estimated Annual	10 Cases
Manufacturer:	Optional
How Packaged:	Units of 12
Bid Price per unit:	
Comments:	NO BID

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	60 Cases
Manufacturer:	Optional
How Packaged:	2.5 Gal
Bid Price per box:	\$88.63/each
Comments: Must supply Dispensor. Ecolab #6100036 Hi Perf Neut Floor 2.5 Gal	Dispenser - No charge

Ecolab Inc.

Dispenser - No charge

Hi-Performance Neutral Floor Cleaner	
Requirements:	
Estimated Annual	40 Cases
Usage:	Optional
Manufacturer:	Optional
How Packaged:	2.2 Liter
Bid Price per box:	\$37.41/case
Comments: Must supply Dispensor. Ecolab #6100082 Hi Perf Ultra Conc. Neut Floor	Dispenser - No charge

Ecolab Inc.

2- 1.3L

Dispenser - No charge

All Purpose Disinfectant Cleaner	
Requirements:	
Estimated Annual	100 Boxes
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$21.35/case
Comments: Must supply Dispensor Ecolab #6100792 MS Peroxide Disinfect	Dispenser - No charge

Ecolab Inc.

2- 1.3L

Dispenser - No charge

Bio-Enz Odor Control	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$23.03/case
Comments: Must supply Dispensor. Ecolab #6101023 QC77 Bio Enz Odor Eliminator	Dispenser - No charge

Ecolab Inc.

2- 1.3L

Dispenser - No charge

Acid Bathroom Cleaner	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	P&G
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	\$45.46/case
Comments: Must supply Dispensor. Ecolab QC91 Acid Bath Cleaner	Dispenser - No charge

Ecolab Inc.

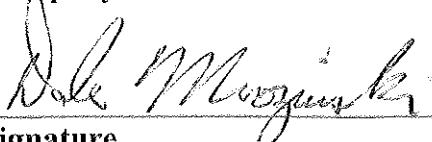
2- 1.3L

Dispenser - No charge

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 24th day of October 2017:

Ecolab Inc.

Company Name



Signature

Dale Mrozinski

Print

Company Address: Ecolab Inc.

1 Ecolab Place, EGH-7

St. Paul, MN 55102

Phone: 651-250-4358

County of Jefferson, State of Missouri



Kenneth B. Waller County Executive

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


County Auditor 11/22/17

APPROVED AS TO FORM


County Counselor

COOPERATIVE BID FORM

Bid Name: #17-0079 Janitorial Supplies 2018

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ No minimum required

BY: Dale Mrozinski

TITLE: Government Sales Manager

COMPANY: Ecolab Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 651-250-4358 E-mail gov.sales@ecolab.com

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