

INTRODUCED BY: COUNCIL MEMBER (s) Bickowski

1           **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
2   **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3   **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4   **PROPOSALS   FOR   HIGHWAY   MECHANIC   TOOLS   2018;   AND**  
5   **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**  
6   **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**  
7   **AWARD OF THE BIDS AND 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 Highway Mechanic Tools 2018

14 4

15 **DATE OF BID OPENING**

16 January 30, 2018

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

**FILED**

MAR 21 2018

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

3           **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4        of the County to award the bids and proposals to Factory Motor Parts, Biggs Tool Supply,  
5        and Watts Tools for a term from date of approval to 03-11-19 upon approval by the County  
6        Council and County Executive for **up to \$50,000.00 per year, for total amount not to**  
7        **exceed \$50,000.00 annually**, subject to budgetary limitations.

8                   **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

**9 AS FOLLOWS:**

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

13 BID NAME

14 Highway Mechanic Tools 2018

15 TERM

16 Date of approval to 03-11-19

17 with one (1) additional renewal option

18 Upon approval by the County Council and County Executive

19 AMOUNT

Up to \$50,000.00 per year.

21 for total amount not to exceed \$50,000.00 annually.

22 subject to budgetary limitations

**AWARDED BIDDER**

## Factory Motor Parts (A1)

## Biggs Tool Supply (A2)

## Watts Tools (A3)

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

6 County Executive to execute the agreement incorporated by Reference as Exhibit "A1

7 through A3" and any agreements or contracts necessary to effectuate the award of the bids

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

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

10 copy of the Agreement is attached hereto as Exhibit "A1 through A3" and incorporated.

11 herein, by reference.

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

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

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

15 of records as promulgated by the Secretary of State

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

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

18 shall not affect the remainder of this Ordinance.

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

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Daniel Darian	<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 12<sup>th</sup> DAY OF March, 2018:**

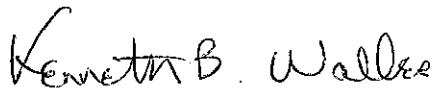
✓ PASSED        FAILED

  
Don Bickowski, County Council Chair

  
Pat Schlette, Council Administrative Assistant

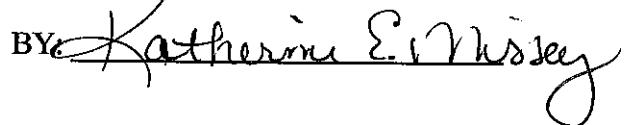
THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15<sup>th</sup> DAY OF MARCH, 2018.

THIS BILL WAS  VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS  DAY OF , 2018.



Kenneth B. Waller  
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

  
Randy B. Holman  
Randy B. Holman, County Clerk  
BY Katherine E. Missey

Reading Date: 03-12-2018



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 18-0011

**Invitation for Bid:** HIGHWAY MECHANIC TOOLS 2018

**Date Issued:** 12-29-2017

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 30, 2018, AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**DAVID MIKUSCH**

Department of Public Works Division of Fleet Services  
 636-797-6017  
[dmikusch@jeffcomo.org](mailto:dmikusch@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:**

Factory Motor Parts

Dana Carney

**Company Name**

**Authorized Agent (Print)**

11109 Lindbergh Business Center

*Dana Carney*  
**Signature**

**Address**

St Louis, MO 63123

Fleet Sales and Operations Manager

**City/State/Zip Code**

**Title**

719-599-0237

1/5/2018

41-0639421

**Telephone #**

**Date**

**Tax ID #**

[d.carney@fmpco.com](mailto:d.carney@fmpco.com)

719-434-2417

**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](http://www.jeffcomo.org)).

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

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

**A. (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](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

### **2.0 BID RESPONSE AND CONTRACT**

#### **2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

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

#### **2.2 TAXES:**

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

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

#### **2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

#### **2.4 PRICE:**

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

#### **2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

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

**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.

**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 MN.

**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 Tim Gorrie (Name of Business Entity Authorized Representative) as  
Fleet Sales & Operations Support Administrator (Position/Title) first being duly sworn on my oath, affirm  
Factory Motor Parts (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  
Factory Motor Parts (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  
Factory Motor Parts (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

Tim Gorrie

Printed Name

Fleet Sales & Operations Support Administrator

1-26-2018

Title

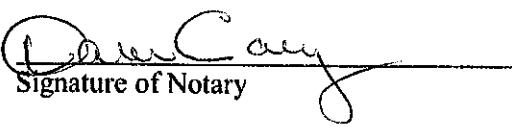
Date

Subscribed and sworn to before me this 26<sup>th</sup> of Jan 2018. I am  
(DAY) (MONTH, YEAR)

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

Colorado

and my commission expires on 12/2018.  
(NAME OF STATE) (DATE)

  
Signature of Notary

1/26/2018  
Date

DANA CARNEY  
Notary Public  
State of Colorado

## **AFFIDAVIT OF WORK AUTHORIZATION**

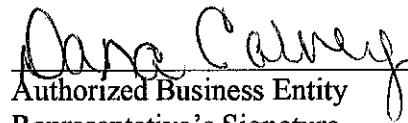
(Continued)

### **CURRENT BUSINESS ENTITY STATUS**

I certify that Factory Motor Parts (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.

Dana Carney

Authorized Business Entity  
Representative's Name  
(Please Print)



Authorized Business Entity  
Representative's Signature

Factory Motor Parts

Business Entity Name

1/20/2018

Date

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

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

AND

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

## SPECIFICATIONS

The Jefferson County Highway Department is interested in purchasing multiple sets of mechanics tools to outfit several service trucks as well as tools for the Highway Department Heavy Fleet Repair Shop.

							<b>PRICE</b>
1	1/4"	SOCKET SET	5MM-13	SHALLOW	6PT	\$ 6.49	
2	1/4"	SOCKET SET	5MM-14	DEEP	6PT	\$ 9.12	
3	1/4"	SOCKET SET	5MM-15	SHALLOW SWIVEL	6PT	\$ 71.18	
4	1/4"	SOCKET SET	5MM-16	DEEP SWIVEL	6P	\$ 220.25	
5	1/4"	SOCKET SET	1/4" - 1/2"	SHALLOW	6P	\$ 6.92	
6	1/4"	SOCKET SET	1/4" - 1/2"	DEEP	6P	\$ 11.43	
7	1/4"	SOCKET SET	1/4" - 1/2"	SHALLOW SWIVEL	6P	\$ 41.53	
8	1/4"	SOCKET SET	1/4" - 1/2"	DEEP SWIVEL	6P	\$ 220.25	
9	1/4"	EXTENTIONS				\$ 9.45	
10	1/4"	RATCHET				\$ 7.55	
11	1/4"	SWIVEL HEAD RATCHET				\$ 26.07	
12	1/4"	TORX SOCKET	T10-T30			\$ 9.77	
13	3/8"	SOCKET SET	1/4" - 7/8"	SHALLOW	6PT	\$ 10.03	
14	3/8"	SOCKET SET	1/4" - 7/8"	DEEP	6PT	\$ 13.88	
15	3/8"	SOCKET SET	1/4" - 7/8"	SHALLOW SWIVEL	6PT	\$ 47.21	
16	3/8"	SOCKET SET	1/4" - 7/8"	DEEP SWIVEL	6PT	\$ 103.41	
17	3/8"	SOCKET SET	6MM - 18M	SHALLOW	6P	\$ 12.28	
18	3/8"	SOCKET SET	6MM - 18M	DEEP	6P	\$ 14.26	
19	3/8"	SOCKET SET	6MM - 18MM	SHALLOW SWIVEL	6P	\$ 99.88	
20	3/8"	SOCKET SET	6MM - 18MM	DEEP SWIVEL	6P	\$ 95.80	
21	3/8"	SOCKET SET	6MM - 18MM	SHALLOW	12P	\$ 14.37	
22	3/8"	SOCKET SET	4MM - 13MM	ALLEN SHORT		\$ 49.15	
23	3/8"	SOCKET SET	4MM - 13MM	ALLEN LONG		\$ 48.76	
24	3/8"	SOCKET SET	1/8" - 3/8"	ALLEN SHORT		\$ 44.66	
25	3/8"	SOCKET SET	1/8" - 3/8"	ALLEN LONG		\$ 34.90	
26	3/8"	TORX	T40 - T60			\$ 9.77	
27	3/8"	INVERTED TORX	T10 - T60			\$ na	
28	3/8"	DRIVE BREAKER BAR				\$ 6.40	

29	3/8"	DRIVE CROWS FOOT	3/8" - 1 1/8"	\$	56.29
30	3/8"	DRIVE STUBBY RATCHET		\$	24.09
31	3/8"	DRIVE RATCHET		\$	9.66
32	3/8"	DRIVE LONG SWIVEL RATCHET		\$	47.60
33	3/8"	DRIVE SQUARE	1/4" - 1/2"	\$	30.75
34	3/8"	DRIVE EXTENTIONS		\$	11.16
35	3/8"	DRIVE IMPACT SOCKETS	5/16" - 7/8"	SHORT	\$ 24.68
36	3/8"	DRIVE IMPACT SOCKETS	5/16" - 7/8"	DEEP	\$ 21.88
37	3/8"	DRIVE IMPACT SOCKETS	6MM - 18MM	SHORT	\$ 19.40
38	3/8"	DRIVE IMPACT SOCKETS	6MM - 18MM	DEEP	\$ 29.65
39	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	SHALLOW	6PT \$ 106.16
40	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	DEEP	6PT \$ 106.16
41	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	SHALLOW	12PT \$ 53.08
42	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	DEEP	12PT \$ 70.77
43	1/2"	DRIVE IMPACT SOCKETS	7/16" - 1 1/2"	SHALLOW	\$ 67.50
44	1/2"	DRIVE IMPACT SOCKETS	7/16" - 1 1/2"	DEEP	\$ 99.88
45	1/2"	DRIVE CROWS FOOT	1" - 2"		\$ 78.08
46	1/2"	DRIVE RATCHET			\$ 13.43
47	1/2"	DRIVE LONG SWIVEL RATCHET			\$ 37.05
48	1/2"	DRIVE EXTENTIONS			\$ 3.58
49	1/2"	DRIVE ALLEN	12MM - 18MM		\$ 40.53
50	1/2"	DRIVE ALLEN	3/8" - 3/4"		\$ 34.05
51	1/2"	DRIVE IMPACT SOCKETS	7/16" - 1 1/2"	SWIVEL	\$ 151.22
52		ALLEN WRENCH	5/64" - 3/4"	SHORT	\$ na
53		ALLEN WRENCH	5/64" - 3/4"	LONG	\$ na
54		ADAPTER 3/8" - 1/4"; 3/8" - 1/2"; 1/2" - 3/4"			\$ 2.60
55	1/2"	DRIVE BREAKER BAR			\$ 23.27
56		PIPE CUTTERS - 3 SIZES			\$ 15.46
57		WIRE BRUSHES - SEVERAL SIZES			\$ 5.60
58		BATTERY TERMINAL CLEANER			\$ 2.51
59		BRAKE ADJUSTING			\$ 3.11

SPOONS

60	PIN PUNCH SET		\$ 11.34	
61	PUNCH SET		\$ 22.21	
62	FILE SET		\$ 13.47	
63	EASY OUT SET		\$ 12.22	
64	PRY BAR SET		\$ 21.73	
65	DRILL BIT SET		\$ 87.83	
66	2X	WRENCH SET	6MM - 30MM	\$ 23.69
67	3/8"	DRIVE CROWS FOOT	10MM - 19MM	\$ 18.53
68	METRIC TAP & DIE SET		\$ 105.86	
69	IGNITION WRENCHES		4MM - 11MM	\$ 22.89
70	SCREW DRIVER SET			\$ 10.15
71	CHANNEL LOCK PLIER SET			\$ 58.71
72	SCREW DRIVER TORX SET			\$ 35.12
73	NEEDLE NOSE PLIER SET			\$ 15.71
74	GASKET SCRAPERS			\$ 38.37
75	PUTTY KNIVES			\$ 8.77
76	HOSE CLAMP PLIERS SET			\$ 91.68
77	PICK SET			\$ 6.21
78	FUEL LINE TOOL			\$ 11.39
79	PLIER SET			\$ 80.56
80	FEELER GUAGE SET			\$ 5.18
81	HOSE SHUT OFF PLIERS			\$ 8.71
82	BATTERY CABLE CUTTER			\$ 20.86
83	2X	WRENCH SET	1/4" - 2"	\$ 157.19
84	CRESCENT WRENCHES		6" - 24"	\$ 116.25
85	VISE GRIP SET			\$ 35.35
86	HALF MOON WRENCHES		3/8" - 7/8"	\$ 106.16
87	HALF MOON WRENCHES		10M - 19MM	\$ 130.56
88	LINE WRENCHES		3/8" - 7/8"	\$ 6.61
89	LINE WRENCHES		10 - 19MM	\$ 6.61
90	OIL FILTER WRENCHES		2 1/2" - 6"	\$ 13.33
91	OIL FILTER PLIERS			\$ 15.43
92	OIL FILTER STRAP WRENCHES			\$ 13.51

93	HAMMER ASSORTMENT		\$ 78.01	
94	RETRIEVAL TOOLS		\$ 5.37	
95	MAGNETIC TOOLS		\$ 9.73	
96	PIPE WRENCHES	8" - 36"	\$ 87.96	
97	3/4"	DRIVE SOCKET SET	7/8" - 2 3/8"	\$ 129.31
98	3/4"	DRIVE IMPACT SOCKET SET	7/8" - 2 3/8"	\$ 410.26
99	3/4"	DRIVE SOCKET RATCHET		\$ line 97
100	3/4"	DRIVE SOCKET BREAKER BAR		\$ line 97
101	BATTERY TESTER		\$ 22.80	
102	ANTI-FREEZE TESTER		\$ 8.50	
103	COOLING SYSTEM PRESSURE TESTER		\$ 91.47	
104	MULTI METER		\$ 33.20	
105	TEST LIGHT		\$ 5.90	
106	CORDLESS WORK LIGHTS		\$ 43.04	
107	3/4"	EXTENTIONS	\$ 8.80	
108	3/8"	AIR RATCHET	\$ 79.42	
109	3/8"	DIE GRINDER	\$ 118.28	
110	3/8"	AIR ANGLE GRINDER	\$ 49.86	
111	AIR CUT OFF TOOL		\$ 32.23	
112	1/2"	AIR DRILL	\$ 90.28	
113	1/2"	IMPACT WRENCH	\$ 139.12	
114	3/4"	IMPACT WRENCH	\$ 299.98	
115	HACKSAW		\$ 6.36	
116	BUDWHEEL SOCKET		\$ 81.50	
117	4 1/2"	ELECTRIC GRINDER	\$ 36.35	
118	RATCHETING WRENCHES	8MM - 19MM	\$ 125.54	
119	RATCHETING WRENCHES	5/16" - 3/4"	\$ 33.44	
120	HOLE SAW SET		\$ 82.12	
121	SOLDERING GUN		\$ 52.17	
122	HEAT GUN		\$ 26.32	
123	BATTERY CABLE CRIMP TOOL		\$ 45.75	
124	SNAP RING PLIER SET		\$ 307.59	
125	STANDARD TAP & DIE SET		\$ 200.23	
126	ANGLE WRENCH SET	3/8" - 1 1/2"	\$ 54.35	

127	ANGLE WRENCH SET	10MM - 30MM	\$ 56.26
128	WIRE CUTTERS		\$ 12.18
129	WIRE STRIPPER		\$ 4.20
130	WIRE CRIMPS		\$ 4.20
131	A/C THERMOMETER		\$ 5.12
132	INFARED THERMOMETER		\$ 41.89
133	SLEDGE HAMMER		\$ 25.48
134	BRIDE BAR		\$ na
135	3/8"	DRIVE IN LBS TORQUE WRENCH	\$ 152.11
136	1/2"	DRIVE FT LBS TORQUE WRENCH	\$ 162.98
137	2 LB.	DEAD BLOW HAMMER	\$ 35.80
138	3 LB.	DEAD BLOW HAMMER	\$ 41.51
139	1"	HOSE CUTTER	\$ 36.07
140	2"	HOSE CUTTER	\$ 8.20
141	6"	TUB0NG CUTTER	\$ 5.15
142		RELAY PLIERS	\$ 12.97
143	8"	CABLE CUTTER	\$ 49.60
144		BULB REMOVAL PLIERS	\$ 4.25
145		CUBOOT CLAMP PLIERS	\$ 6.37
146	6"	WATER PUMP PLIERS	\$ 8.11
147	10"	WATER PUMP PLIERS	\$ 9.96
148	12"	WATER PUMP PLIERS	\$ 9.96
149	12"	X2 SHEET METAL SHEARS STRAIGHT	\$ 153.91
150		BRAKE SPRING PLIERS	\$ 14.75
151		BRAKE HOLD DOWN SPRING TOOL	\$ na
152	7"	PRY BAR	\$ 20.16
153	11"	PRY BAR	\$ 27.82
154	12"	PRY BAR	\$ 4.29
155	17"	PRY BAR	\$ 21.63
156	22"	PRY BAR	\$ 17.92
157	12"	LADY FOOT BARS	\$ 15.49
158	16"	LADY FOOT BARS	\$ 16.75
159	21"	LADY FOOT BARS	\$ 22.65
160	12"	SEAL PULLER	\$ 10.62
161		TILT STEERING WHEEL REMOVAL TOOL	\$ 42.03
162	8"	2 JCW GEAR PULLER	\$ 58.30
163	20"	CHAIN WRENCH	\$ 46.51
164	6"	REVERSABLE PULLER	\$ 25.74

165	PITMAN ARM PULLER	\$ 16.19
166	CIRCUIT TESTER	\$ 5.90
167	LIGHT DUTY AIR HAMMER	\$ 32.50
168	HEAVY DUTY AIR HAMMER	\$ 134.13
169	TIRE PRESSURE GAGES	\$ 24.94
170	INFLATERS	\$ 24.94
171	CORE TOOLS	\$ 9.02
172	BLOW GUNS	\$ 5.71
173	FUEL LINE DISCONNECT TOOLS	\$ 11.39
174	3/8" CORDLESS IMPACT	\$ 153.45
175	CORDLESS DRILL	\$ 122.94
176	COOLING SYSTEM PRESSURE TESTER	\$ 91.47
177	BUSHING DRIVER SET	\$ 93.56
178	A/C ORIFICE TUBE PULLER	\$ 2.07
179	DIGITAL BATTERY LOAD TESTER	\$ 58.38
180	POWER PROBE SHORT-OPEN DETECTOR	\$ 108.42
181	0-60 IN LBS TORQUE METER	\$ 142.66
182	20-150 IN LBS TORQUE METER	\$ 26.41
183	6 IN LB INJECTOR TORQUE WRENCH	\$ 42.93
184	16-100 FT LBS TORQUE WRENCH	\$ 154.88
185	50-250 FT LBS TORQUE WRENCH	\$ 162.49
186	WELDING HOOD	\$ 61.84
187	CUTTING GOGGLES	\$ 12.14

% discount off list price for all other tools, supplies and tool cabinets 10-30%

Please describe tool warranty manufacturer warranty

Please provide a copy of your current tool catalog with the bid.

<https://sites.google.com/fmpco.com/toolsandequipment/product-offering>

All above pricing to include delivery to 5275 Highway B, Hillsboro MO 63050

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as  
of this \_\_\_\_\_ day of \_\_\_\_\_ 2018:

Factory Motor Parts  
Company Name

Dana Carney  
Signature  
Dana Carney  
Print

County of Jefferson, State of Missouri

Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address: \_\_\_\_\_  
11109 Lindbergh Business Center  
\_\_\_\_\_  
St Louis, MO 63123  
\_\_\_\_\_

Phone: 719-599-0237

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.

J.W. 3/19/18  
County Auditor

APPROVED AS TO FORM

D. D.  
County Counselor

## COOPERATIVE BID FORM

Bid Name: Highway Mechanic Tools 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 Amount

BY: Dane Carney

TITLE: Fleet sales & Operations Mgr

COMPANY: Factory Motor Parts

### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

Phone 719-599-0237 E-mail d.carney@fmpco.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

PENGAD 800-851-6889

A2

**BID #: 18-0011**

**Invitation for Bid: HIGHWAY MECHANIC TOOLS 2018**

**Date Issued: 12-29-2017**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 30, 2018, AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**DAVID MIKUSCH**

Department of Public Works Division of Fleet Services  
636-797-6017  
dmikusch@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:**

Biggs Tool Supply

Company Name

Byce Biggs

Authorized Agent (Print)

1085 King Arthur dr

Address

BB

Signature

Geocity Village

City/State/Zip Code

Owner

Title

344 520 6939

Telephone #

1-27-18

Date

81-3169462

Tax ID #

Byce Biggs @ Cornwell dealer.com

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](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

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

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

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

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

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

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

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

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

**1.13 BID SUBMISSIONS**

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

#### **1.14 BID OPENINGS**

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

#### **1.15 BID TABULATIONS**

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

### **2.0 BID RESPONSE AND CONTRACT**

#### **2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

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

#### **2.2 TAXES:**

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

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

#### **2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

#### **2.4 PRICE:**

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

#### **2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

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

**2.6 NON-EXCLUSIVE AGREEMENT:**

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

**2.7 DEFINITIONS:**

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

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

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

**2.9 WARRANTY:**

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

**2.10 PAYMENT:**

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

**2.11 CHANGE ORDER:**

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

**2.12 DELIVERIES:**

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

**2.13 RESPONSIBILITY FOR SUPPLIES:**

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

**2.14 SUBCONTRACTS:**

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

**2.15 CHOICE OF LAW:**

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

**2.16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default:
  - 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 BRUCE BIGGS (Name of Business Entity Authorized Representative) as OWNER (Position/Title) first being duly sworn on my oath, affirm BIGGS TOOL 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 Highway Mechanic Tool 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 BIGGS TOOL 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 Highway Mechanic Tool 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.)*

  
Authorized Representative's Signature

BRUCE BIGGS

Printed Name

OWNER  
Title

7-27-18

Date

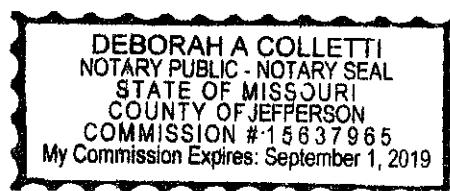
Subscribed and sworn to before me this 30<sup>th</sup> of January 2017 I am  
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on 9/1/19.  
(NAME OF STATE) (DATE)

  
Signature of Notary

Date



**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Biggs Tool 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.

Biggs Tool Supply  
Authorized Business Entity  
Representative's Name  
(Please Print)

TJ  
Authorized Business Entity  
Representative's Signature

Biggs Tool Supply  
Business Entity Name

1-27-18  
Date

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

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

AND

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

## SPECIFICATIONS

The Jefferson County Highway Department is interested in purchasing multiple sets of mechanics tools to outfit several service trucks as well as tools for the Highway Department Heavy Fleet Repair Shop.

					PRICE
1	1/4"	SOCKET SET	5MM-13	SHALLOW	6PT <del>A</del> \$ 797.65
2	1/4"	SOCKET SET	5MM-14	DEEP	6PT <del>A</del> \$ 797.65
3	1/4"	SOCKET SET	5MM-15	SHALLOW SWIVEL	6PT \$ 476.70
4	1/4"	SOCKET SET	5MM-16	DEEP SWIVEL	6P \$
5	1/4"	SOCKET SET	1/4" - 1/2"	SHALLOW	6P <del>A</del> \$ 797.65
6	1/4"	SOCKET SET	1/4" - 1/2"	DEEP	6P <del>A</del> \$ 797.65
7	1/4"	SOCKET SET	1/4" - 1/2"	SHALLOW SWIVEL	6P \$ 367.74
8	1/4"	SOCKET SET	1/4" - 1/2"	DEEP SWIVEL	6P \$
9	1/4"	EXTENTIONS			\$ 103.79
10	1/4"	RATCHET			\$ 77.57
11	1/4"	SWIVEL HEAD RATCHET			\$ 89.54
12	1/4"	TORX SOCKET	T10-T30		<del>A</del> \$ 334.94
13	3/8"	SOCKET SET	1/4" - 7/8"	SHALLOW	6PT <del>A</del> \$ 939.92
14	3/8"	SOCKET SET	1/4" - 7/8"	DEEP	6PT <del>A</del> \$ 939.92
15	3/8"	SOCKET SET	1/4" - 7/8"	SHALLOW SWIVEL	6PT \$ 243
16	3/8"	SOCKET SET	1/4" - 7/8"	DEEP SWIVEL	6PT \$ 280
17	3/8"	SOCKET SET	6MM - 18M	SHALLOW	6P <del>A</del> \$ 939.92
18	3/8"	SOCKET SET	6MM - 18M	DEEP	6P <del>A</del> \$ 939.92
19	3/8"	SOCKET SET	6MM - 18MM	SHALLOW SWIVEL	6P \$ 642.78
20	3/8"	SOCKET SET	6MM - 18MM	DEEP SWIVEL	6P \$ 566.52
21	3/8"	SOCKET SET	6MM - 18MM	SHALLOW	12P \$ 150.84
22	3/8"	SOCKET SET	4MM - 13MM	ALLEN SHORT	<del>A</del> \$ 334.94
23	3/8"	SOCKET SET	4MM - 13MM	ALLEN LONG	<del>A</del> \$ 334.94
24	3/8"	SOCKET SET	1/8" - 3/8"	ALLEN SHORT	<del>A</del> \$ 334.94
25	3/8"	SOCKET SET	1/8" - 3/8"	ALLEN LONG	<del>A</del> \$ 334.94
26	3/8"	TORX	T40 - T60		<del>A</del> \$ 334.94
27	3/8"	INVERTED TORX	T10 - T60		<del>A</del> \$ 334.94
28	3/8"	DRIVE BREAKER BAR			\$ 106.60

29	3/8"	DRIVE CROWS FOOT	3/8" - 1 1/8"		\$ 312.04
30	3/8"	DRIVE STUBBY RATCHET			\$ 75
31	3/8"	DRIVE RATCHET			\$ 100
32	3/8"	DRIVE LONG SWIVEL RATCHET			\$ 125
33	3/8"	DRIVE SQUARE	1/4" - 1/2"		\$ 290
34	3/8"	DRIVE EXTENTIONS			\$ 125
35	3/8"	DRIVE IMPACT SOCKETS	5/16" - 7/8"	SHORT	\$ 743.24
36	3/8"	DRIVE IMPACT SOCKETS	5/16" - 7/8"	DEEP	\$ 743.24
37	3/8"	DRIVE IMPACT SOCKETS	6MM - 18MM	SHORT	\$ 743.24
38	3/8"	DRIVE IMPACT SOCKETS	6MM - 18MM	DEEP	\$ 743.24
39	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	SHALLOW	6PT \$ 350
40	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	DEEP	6PT \$ 397
41	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	SHALLOW	12PT \$ 350
42	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	DEEP	12PT \$ 399
43	1/2"	DRIVE IMPACT SOCKETS	7/16" - 1 1/2"	SHALLOW	\$ 1210
44	1/2"	DRIVE IMPACT SOCKETS	7/16" - 1 1/2"	DEEP	\$ 1210
45	1/2"	DRIVE CROWS FOOT	1" - 2"		\$ 200
46	1/2"	DRIVE RATCHET			\$ 135
47	1/2"	DRIVE LONG SWIVEL RATCHET			\$ 143
48	1/2"	DRIVE EXTENTIONS			\$ 130
49	1/2"	DRIVE ALLEN	12MM - 18MM		\$ 70
50	1/2"	DRIVE ALLEN	3/8" - 3/4"		\$ 65
51	1/2"	DRIVE IMPACT SOCKETS	7/16" - 1 1/2"	SWIVEL	\$ 870
52		ALLEN WRENCH	5/64" - 3/4"	SHORT	\$ 60
53		ALLEN WRENCH	5/64" - 3/4"	LONG	\$ 60
54		ADAPTER 3/8" - 1/4"; 3/8" - 1/2"; 1/2" - 3/4"			\$ 130
55	1/2"	DRIVE BREAKER BAR			\$ 125
56		PIPE CUTTERS - 3 SIZES			\$ 400
57		WIRE BRUSHES - SEVERAL SIZES			\$ 50
58		BATTERY TERMINAL CLEANER			\$ 10
59		BRAKE ADJUSTING			\$ 130

## SPOONS

~~85~~

60	PIN PUNCH SET	\$ 170
61	PUNCH SET	\$ 455
62	FILE SET	\$ 60
63	EASY OUT SET	\$ 295
64	PRY BAR SET	\$ 190
65	DRILL BIT SET	\$ 220
66	2X WRENCH SET	6MM - 30MM
67	3/8" DRIVE CROWS FOOT	10MM - 19MM
68	METRIC TAP & DIE SET	\$ 430
69	IGNITION WRENCHES	4MM - 11MM
70	SCREW DRIVER SET	\$ 156
71	CHANNEL LOCK PLIER SET	\$ 200
72	SCREW DRIVER TORX SET	\$ 75
73	NEEDLE NOSE PLIER SET	\$ 200
74	GASKET SCRAPERS	\$ 100
75	PUTTY KNIVES	\$ 50
76	HOSE CLAMP PLIERS SET	\$ 97
77	PICK SET	\$ 95
78	FUEL LINE TOOL	\$ 100
79	PLIER SET	\$ 130
80	FEELER GUAGE SET	\$ 30
81	HOSE SHUT OFF PLIERS	\$ 25
82	BATTERY CABLE CUTTER	\$ 47
83	2X WRENCH SET	1/4" - 2"
84	CRESCENT WRENCHES	6" - 24"
85	VISE GRIP SET	\$ 140
86	HALF MOON WRENCHES	3/8" - 7/8"
87	HALF MOON WRENCHES	10M - 19MM
88	LINE WRENCHES	3/8" - 7/8"
89	LINE WRENCHES	10 - 19MM
90	OIL FILTER WRENCHES	2 1/2" - 6"
91	OIL FILTER PLIERS	\$ 60
92	OIL FILTER STRAP WRENCHES	\$ 40

93	HAMMER ASSORTMENT	\$ 700
94	RETRIEVAL TOOLS	\$ 50
95	MAGNETIC TOOLS	\$ 50
96	PIPE WRENCHES 8" - 36"	\$ 575
97	3/4" DRIVE SOCKET SET 7/8" - 2 3/8"	\$ 1200
98	3/4" DRIVE IMPACT SOCKET SET 7/8" - 2 3/8"	\$ 25-65
99	3/4" DRIVE SOCKET RATCHET	\$ 310
100	3/4" DRIVE SOCKET BREAKER BAR	\$ 150
101	BATTERY TESTER	\$ 190
102	ANTI-FREEZE TESTER	\$ 20
103	COOLING SYSTEM PRESSURE TESTER	\$ 185
104	MULTI METER	\$ 300
105	TEST LIGHT	\$ 30
106	CORDLESS WORK LIGHTS	\$ 90
107	3/4" EXTENTIONS	\$ 160
108	3/8" AIR RATCHET	\$ 195
109	3/8" DIE GRINDER	\$ 220
110	3/8" AIR ANGLE GRINDER	\$ 220
111	AIR CUT OFF TOOL	\$ 250
112	1/2" AIR DRILL	\$ 250
113	1/2" IMPACT WRENCH	\$ 500
114	3/4" IMPACT WRENCH	\$ 500
115	HACKSAW	\$ 70
116	BUDWHEEL SOCKET	\$ 90
117	4 1/2" ELECTRIC GRINDER	\$ 540
118	RATCHETING WRENCHES 8MM - 19MM	\$ 390
119	RATCHETING WRENCHES 5/16" - 3/4"	\$ 370
120	HOLE SAW SET	\$ 200
121	SOLDERING GUN	\$ 70
122	HEAT GUN	\$ 40
123	BATTERY CABLE CRIMP TOOL	\$ 50
124	SNAP RING PLIER SET	\$ 100
125	STANDARD TAP & DIE SET	\$ 430
126	ANGLE WRENCH SET 3/8" - 1 1/2"	\$ 800

127	ANGLE WRENCH SET	10MM - 30MM	\$ 1700
128	WIRE CUTTERS		\$ 50
129	WIRE STRIPPER		\$ 47
130	WIRE CRIMPES		\$ 60
131	A/C THERMOMETER		\$ 15
132	INFARED THERMOMETER		\$ 200
133	SLEDGE HAMMER		\$ 200
134	BRIDE BAR		\$
135	3/8" DRIVE IN LBS TORQUE WRENCH		\$ 190
136	1/2" DRIVE FT LBS TORQUE WRENCH		\$ 300
137	2 LB. DEAD BLOW HAMMER		\$ 60
138	3 LB. DEAD BLOW HAMMER		\$ 70
139	1" HOSE CUTTER		\$ 30
140	2" HOSE CUTTER		\$ 50
141	6" TUB0NG CUTTER		\$ 100
142	RELAY PLIERS		\$ 28
143	8" CABLE CUTTER		\$ 60
144	BULB REMOVAL PLIERS		\$ 25
145	CUBOOT CLAMP PLIERS		\$ 47
146	6" WATER PUMP PLIERS		\$ 100
147	10" WATER PUMP PLIERS		\$ 150
	WATER PUMP PLIERS		
148	12" X2		\$ 220
	SHEET METAL SHEARS		
149	STRAIGHT		\$ 60
150	BRAKE SPRING PLIERS		\$ 35
151	BRAKE HOLD DOWN SPRING TOOL		\$ 40
152	7" PRY BAR		\$ 33
153	11" PRY BAR		\$ 43
154	12" PRY BAR		\$ 53
155	17" PRY BAR		\$ 55
156	22" PRY BAR		\$ 65
157	12" LADY FOOT BARS		\$ 128
158	16" LADY FOOT BARS		\$ 128
159	21" LADY FOOT BARS		\$ 128
160	12" SEAL PULLER		\$ 38
	TIILT STEERING WHEEL REMOVAL TOOL		\$ 44
162	8" 2 JCW GEAR PULLER		\$ 270
163	20" CHAIN WRENCH		\$ 100
164	6" REVERSABLE PULLER		\$ 176

165	PITMAN ARM PULLER	\$ 100
166	CIRCUIT TESTER	\$ 60
	LIGHT DUTY AIR	\$
167	HAMMER	\$ 250
	HEAVY DUTY AIR	\$
168	HAMMER	\$ 600
169	TIRE PRESSURE GAGES	\$ 30
170	INFLATORS	\$ 90
171	CORE TOOLS	\$ 10
172	BLOW GUNS	\$ 70
	FUEL LINE	\$
173	DISCONNECT TOOLS	\$ 100
174	3/8" CORDLESS IMPACT	\$ 550
175	CORDLESS DRILL	\$ 300
176	COOLING SYSTEM PRESSURE TESTER	\$ 300
177	BUSHING DRIVER SET	\$ 70
	A/C ORIFICE TUBE	\$
178	PULLER	\$ 30
	DIGITAL BATTERY	\$
179	LOAD TESTER	\$ 350
	POWER PROBE SHORT-OPEN	\$
180	DETECTOR	\$ 490
	0-60 IN	
181	LBS TORQUE METER	\$ 240
	20-150 IN	
182	LBS TORQUE METER	\$ 250
	INJECTOR TORQUE	\$
183	6 IN LB WRENCH	\$ 80
	16-100 FT	
184	LBS TORQUE WRENCH	\$ 300
	50-250 FT	
185	LBS TORQUE WRENCH	\$ 450
186	WELDING HOOD	\$ 160
187	CUTTING GOGGLES	\$ 70

% discount off list price for all other tools, supplies and tool cabinets will be further discussed in person of bid excepted

Please describe tool warranty Welding - Lifetime Electric impacts 5 year Storage - Lifetime  
Basic Tools 1 year

Please provide a copy of your current tool catalog with the bid.

All above pricing to include delivery to 5275 Highway B, Hillsboro MO 63050

\* If Cornwall is the main providers of tools for the highway the discount I will  
 BE able to give will be much greater.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 27 day of Jan, 2018:

Bruce B. Waller 5-2014  
Company Name

BB  
Signature  
Bruce B. Waller  
Print

Company Address: 1035 King  
Arthur st, French  
Village MO 63034  
Phone: 314 520 1439

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.

J. B. Waller 3/19/18  
County Auditor

APPROVED AS TO FORM

T. D. M.  
County Counselor

## COOPERATIVE BID FORM

Bid Name: Biggs Tool Supply

**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

**BY:** Bryce Biggs

**TITLE:** OWNER

**COMPANY:** Biggs Tool Supply

### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

Phone 341 520 6439 E-mail Bryce.Biggs@carverdale.k12.mo.us

**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](http://WWW.JEFFCOMO.ORG)

PENGAD 800-531-6989

**EXHIBIT**

A3

**BID #: 18-0011**

**Invitation for Bid: HIGHWAY MECHANIC TOOLS 2018**

**Date Issued: 12-29-2017**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 30, 2018, AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**DAVID MIKUSCH**  
Department of Public Works Division of Fleet Services  
636-797-6017  
dmikusch@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:**

<u>WATTS TOOLS</u>	<u>JOSEPH WATTS</u>
Company Name	Authorized Agent (Print)
<u>1404 RIVERWOOD DR</u>	<u>JW</u>
Address	Signature
<u>PACIFIC MO 63069</u>	<u>OWNER</u>
City/State/Zip Code	Title
<u>636 253 0461</u>	<u>1/30/18</u>
Telephone #	Tax ID #
<u>WATTSTOOLS@GMAIL.COM</u>	<u>23033771</u>
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.jeffccmo.org](http://www.jeffccmo.org)).

**1.12 INSURANCE:**

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

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

**A. ( 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.

*N/A      SOLE      PROPRIETORSHIP*

**1.13 BID SUBMISSIONS**

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

**1.14 BID OPENINGS**

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

**1.15 BID TABULATIONS**

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

**2.0 BID RESPONSE AND CONTRACT****2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

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

**2.2 TAXES:**

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

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

**2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

**2.4 PRICE:**

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

**2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

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

**2.6 NON-EXCLUSIVE AGREEMENT:**

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

**2.7 DEFINITIONS:**

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

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

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

**2.9 WARRANTY:**

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

**2.10 PAYMENT:**

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

**2.11 CHANGE ORDER:**

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

**2.12 DELIVERIES:**

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

**2.13 RESPONSIBILITY FOR SUPPLIES:**

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

**2.14 SUBCONTRACTS:**

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

**2.15 CHOICE OF LAW:**

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

**2.16 TERMINATION:**

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

**2.17 NOTICE AND SERVICE THEREOF:**

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

**2.18 CONTRACT TERM:**

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

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

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

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

**2.20 ACTS OF GOD:**

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

**2.21 SELLER'S INVOICES:**

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

**2.22 APPROVAL:**

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

**2.23 RENEWAL OPTION:**

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

Indicate:  Individual:  Partnership:  Corporation.

**2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Incorporated in the State of MISSOURI.

**2.25 LITIGATION:**

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

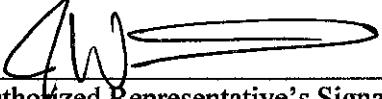
**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

## AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now JOSEPH WATTS (Name of Business Entity Authorized Representative) as OWNER (Position/Title) first being duly sworn on my oath, affirm WATTS TOOLS (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 HIGHWAY MECHANIC TOOLS 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 WATTS TOOLS (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 HIGHWAY MECHANIC TOOLS 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.)*

  
Authorized Representative's Signature

JOSEPH WATTS  
Printed Name

OWNER  
Title

1/30/18  
Date

Subscribed and sworn to before me this 30<sup>th</sup> of Jan. 2018. I am

(DAY)

(MONTH, YEAR)

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

(NAME OF COUNTY)

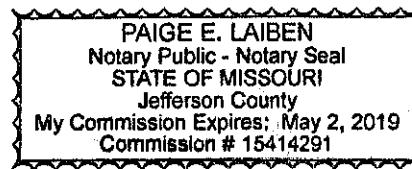
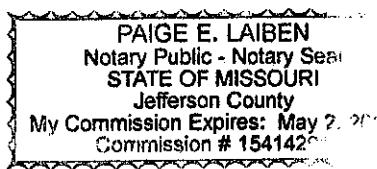
Missouri and my commission expires on 5-2-19.

(NAME OF STATE)

(DATE)

Paige E. Laiben  
Signature of Notary

1-30-18  
Date



## AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

### **CURRENT BUSINESS ENTITY STATUS**

I certify that WATTS Tools (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.

JOSEPH WATTS  
Authorized Business Entity  
Representative's Name  
(Please Print)

JW  
Authorized Business Entity  
Representative's Signature

WATTS TOOLS  
Business Entity Name

1/30/18  
Date

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

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

AND

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

## SPECIFICATIONS

The Jefferson County Highway Department is interested in purchasing multiple sets of mechanics tools to outfit several service trucks as well as tools for the Highway Department Heavy Fleet Repair Shop.

							PRICE
A	1	1/4"	SOCKET SET 5-14	5MM-13	SHALLOW	6PT	\$ 126.99
A	2	1/4"	SOCKET SET 5-14	5MM-14	DEEP	6PT	\$ 206.85
A	3	1/4"	SOCKET SET 5.5-15	5MM-15	SHALLOW SWIVEL	6PT	\$ 430.70
	4	1/4"	SOCKET SET	5MM-16	DEEP SWIVEL	6P	\$ N/A
A	5	1/4"	SOCKET SET 3 1/16 - 9 1/16	1/4" - 1/2"	SHALLOW	6P	\$ 110.25
A	6	1/4"	SOCKET SET 3 1/16 - 9 1/16	1/4" - 1/2"	DEEP	6P	\$ 176.18
A	7	1/4"	SOCKET SET 1/4 - 9 1/16	1/4" - 1/2"	SHALLOW SWIVEL	6P	\$ 382.05
	8	1/4"	SOCKET SET	1/4" - 1/2"	DEEP SWIVEL	6P	\$ N/A
A	9	1/4"	EXTENTIONS				\$ 116.96
A	10	1/4"	RATCHET				\$ 71.42
A	11	1/4"	SWIVEL HEAD RATCHET				\$ 108.54
A	12	1/4"	TORX SOCKET	T10-T30	INCLUDED IN 26		\$ [REDACTED]
A	13	3/8"	SOCKET SET 1/4 - 1	1/4" - 7/8"	SHALLOW	6PT	\$ 194.67
A	14	3/8"	SOCKET SET 1/4 - 1	1/4" - 7/8"	DEEP	6PT	\$ 280.80
A	15	3/8"	SOCKET SET 5 1/16 - 3 1/4	1/4" - 7/8"	SHALLOW SWIVEL	6PT	\$ 328.64
A	16	3/8"	SOCKET SET 5 1/16 - 3 1/4	1/4" - 7/8"	DEEP SWIVEL	6PT	\$ 328.32
A	17	3/8"	SOCKET SET 6 - 19	6MM - 18M	SHALLOW	6P	\$ 188.28
A	18	3/8"	SOCKET SET 6 - 19	6MM - 18M	DEEP	6P	\$ 247.59
A	19	3/8"	SOCKET SET 10 - 19	6MM - 18MM	SHALLOW SWIVEL	6P	\$ 432.86
A	20	3/8"	SOCKET SET 10 - 19	6MM - 18MM	DEEP SWIVEL	6P	\$ 415.08
A	21	3/8"	SOCKET SET 8 - 19	6MM - 18MM	SHALLOW	12P	\$ 161.42
A	22	3/8"	SOCKET SET	4MM - 13MM	ALLEN SHORT		\$ 341.96
A	23	3/8"	SOCKET SET	4MM - 13MM	ALLEN LONG		\$ INCLUDED IN 22
A	24	3/8"	SOCKET SET	1/8" - 3/8"	ALLEN SHORT		\$ INCLUDED IN 22
A	25	3/8"	SOCKET SET	1/8" - 3/8"	ALLEN LONG		\$ INCLUDED IN 22
A	26	3/8"	TORX	T40 - T60			\$ 263.66
A	27	3/8"	INVERTED TORX	T10 - T60			\$ INCLUDED IN 26
A	28	3/8"	DRIVE BREAKER BAR				\$ 58.46

AN

A 29	3/8"	DRIVE CROWS FOOT	3/8" - 1 1/8"	3/8 - 1	\$ 188.42	
A 30	3/8"	DRIVE STUBBY RATCHET			\$ 77.04	
A 31	3/8"	DRIVE RATCHET			\$ 90.86	
A 32	3/8"	DRIVE LONG SWIVEL RATCHET			\$ 155.80	
33	3/8"	DRIVE SQUARE	1/4" - 1/2"		\$ N/A	
A 34	3/8"	DRIVE EXTENTIONS			\$ 123.53	
A 35	3/8"	DRIVE IMPACT SOCKETS	5 1/16 - 3 1/4 5/16" - 7/8"	SHORT	\$ 106.29	
A 36	3/8"	DRIVE IMPACT SOCKETS	3 1/8 - 1	5/16" - 7/8"	DEEP	\$ 230.90
A 37	3/8"	DRIVE IMPACT SOCKETS	10 - 19	6MM - 18MM	SHORT	\$ 119.52
A 38	3/8"	DRIVE IMPACT SOCKETS	8 - 19	6MM - 18MM	DEEP	\$ 210.87
A 39	1/2"	DRIVE SOCKETS	7/16" - 1 1/2"	SHALLOW	6PT \$ 281.38 + 332.96	
A 40	1/2"	DRIVE SOCKETS	7 1/16 - 1 1/8 7/16" - 1 1/2"	DEEP	6PT \$ 398.66	
A 41	1/2"	DRIVE SOCKETS	3 1/8 - 1 5/16 7/16" - 1 1/2"	SHALLOW	12PT \$ 221.45 + 100.76	
A 42	1/2"	DRIVE SOCKETS	1 1/2 - 1 1/8 7/16" - 1 1/2"	DEEP	12PT \$ 398.66	
A 43	1/2"	DRIVE IMPACT SOCKETS	1 1/2 - 1 1/2	7/16" - 1 1/2"	SHALLOW	\$ 154.58 + 269.96
A 44	1/2"	DRIVE IMPACT SOCKETS	1 1/2 - 1 1/4	7/16" - 1 1/2"	DEEP	\$ 242.87 + 151.88
A 45	1/2"	DRIVE CROWS FOOT	1" - 2"	1 - 2 1/4	\$ 62.60 + 92.07	
A 46	1/2"	DRIVE RATCHET			\$ 142.65	
A 47	1/2"	DRIVE LONG SWIVEL RATCHET			\$ 215.96	
A 48	1/2"	DRIVE EXTENTIONS			\$ 169.16	
A 49	1/2"	DRIVE ALLEN	12MM - 18MM	10, 12, 14, 17, 19	\$ 159.57	
A 50	1/2"	DRIVE ALLEN	3/8" - 3/4"	3 1/8 - 5 1/8	\$ 157.73	
A 51	1/2"	DRIVE IMPACT SOCKETS	1 1/2 - 1 1/8	7/16" - 1 1/2"	SWIVEL	\$ 341.82 + 284.85
A 52		ALLEN WRENCH	1 1/16 - 5 1/8	5/64" - 3/4"	SHORT	\$ 62.19
A 53		ALLEN WRENCH	1 1/16 - 3 1/8	5/64" - 3/4"	LONG	\$ 26.06
A 54		ADAPTER	3/8" - 1/4"; 3/8" - 1/2"; 1/2" - 3/4"		\$ 98.06	
A 55	1/2"	DRIVE BREAKER BAR			\$ 120.56	
A 56		PIPE CUTTERS - 3 SIZES	2 SIZES		\$ 21.47 + 36.27	
N/A 57		WIRE BRUSHES - SEVERAL SIZES			\$ 7.88	
N/A 58		BATTERY TERMINAL CLEANER			\$ 9.50	
A 59		BRAKE ADJUSTING			\$ 12.83 + 12.74	

SPOONS

A 60	PIN PUNCH SET			\$ 102.65
A 61	PUNCH SET			\$ 130.46
A 62	FILE SET			\$ 83.66
A 63	EASY OUT SET			\$ 101.66
A 64	PRY BAR SET			\$ 176.58
SEE NOTES 65	DRILL BIT SET ABOVE 1/4" - LIFETIME WARRANTY			\$ 305.96
A 66	2X	WRENCH SET	6MM - 30MM 6 - 32	\$ 312.03 + 40.05 + 99.99
A 67	3/8"	DRIVE CROWS FOOT	10MM - 19MM	\$ 149.31 X2
A 68	METRIC TAP & DIE SET			\$ 296.96
A 69	IGNITION WRENCHES			\$ 38.61
A 70	SCREW DRIVER SET			\$ 195.57
A 71	CHANNEL LOCK PLIER SET			\$ 30.96 + 33.48 + 36.18 + 53.51
A 72	SCREW DRIVER TORX SET			\$ 149.31
A 73	NEEDLE NOSE PLIER SET			\$ 186.84
A 74	GASKET SCRAPERS			\$ 61.16
A 75	PUTTY KNIVES 3 PC SET			\$ 36.86
A 76	HOSE CLAMP PLIERS SET			\$ 92.66
A 77	PICK SET			\$ 50.63
A 78	FUEL LINE TOOL			\$ 71.96
A 79	PLIER SET			\$ 128.61
A 80	FEELER GUAGE SET			\$ 10.67 + 15.80 + 10.67 +
81	HOSE SHUT OFF PLIERS			\$ N/A 11.61
A 82	BATTERY CABLE CUTTER			\$ 56.79
A 83	2X	WRENCH SET	1/4" - 2"	\$ 288.72 + 270.09 + 278.28
A 84	CRESCENT WRENCHES 6" - 24" 6, 8, 10, 12, 15, 24			\$ 460.01 X2
A 85	VISE GRIP SET			\$ 185.58
A 86	HALF MOON WRENCHES 3/8" - 7/8"			\$ 220.77
A 87	HALF MOON WRENCHES 10M - 19MM			\$ 193.77
A 88	LINE WRENCHES 3/8" - 7/8"			\$ 164.84
A 89	LINE WRENCHES 10 - 19MM			\$ 251.46
A 90	OIL FILTER WRENCHES 2 1/2" - 6"			\$ 107.92
A 91	OIL FILTER PLIERS			\$ 83.66
A 92	OIL FILTER STRAP WRENCHES			\$ 28.76

A 93	HAMMER ASSORTMENT			\$ 243.00
A 94	RETRIEVAL TOOLS			\$ 15.75
A 95	MAGNETIC TOOLS			\$ 17.55 + 18.86 + 21.15
A 96	PIPE WRENCHES	8" - 36"	6, 10, 12, 14, 18	\$ 222.90
97	3/4"	DRIVE SOCKET SET	7/8" - 2 3/8"	\$ N/A
A 98	3/4"	DRIVE IMPACT SOCKET SET	7/8" - 2 3/8"	3/4 - 2 1/2 \$ 1429.83
A 99	3/4"	DRIVE SOCKET RATCHET		\$ 189.86
A 100	3/4"	DRIVE SOCKET BREAKER BAR		\$ 242.96
D 101	BATTERY TESTER			\$ 85.59
D 102	ANTI-FREEZE TESTER			\$ 27.77
D 103	COOLING SYSTEM PRESSURE TESTER			\$ 229.46
F 104	MULTI METER			\$ 95.94
D 105	TEST LIGHT			\$ 32.00
D 106	CORDLESS WORK LIGHTS			\$ 60.56
A 107	3/4"	EXTENTIONS	3, 7, 10	\$ 28.58 + 35.96 + 46.08
D 108	3/8"	AIR RATCHET		\$ 286.16
D 109	3/8"	DIE GRINDER		\$ 98.96
D 110	3/8"	AIR ANGLE GRINDER		\$ 131.85
D 111	AIR CUT OFF TOOL			\$ 118.35
D 112	1/2"	AIR DRILL		\$ 391.46
E 113	1/2"	IMPACT WRENCH		\$ 431.96
E 114	3/4"	IMPACT WRENCH		\$ 774.86
A 115	HACKSAW			\$ 31.01
A 116	BUDWHEEL SOCKET			\$ 37.76 + 26.24
D 117	4 1/2"	ELECTRIC GRINDER		\$ 98.69
A 118	RATCHETING WRENCHES			\$ 206.78
A 119	RATCHETING WRENCHES			\$ 135.99
N/A 120	HOLE SAW SET			\$ 120.47
D 121	SOLDERING GUN			\$ 106.88
D 122	HEAT GUN			\$ 89.96
D 123	BATTERY CABLE CRIMP TOOL			\$ 55.58
A 124	SNAP RING PLIER SET			\$ 255.38
A 125	STANDARD TAP & DIE SET			\$ INCLUDED IN 68
A 126	ANGLE WRENCH SET			\$ 684.63

127	ANGLE WRENCH SET	10MM - 30MM		\$ N/A
128	WIRE CUTTERS			\$
A 129	WIRE STRIPPER			\$ 21.78
D 130	WIRE CRIMPES			\$ 27.77
IA 131	A/C THERMOMETER			\$ 14.36
D 132	INFARED THERMOMETER			\$ 60.44
N/A 133	SLEDGE HAMMER			\$ 165.60
134	BRIDE BAR			\$ N/A
D 135	3/8" DRIVE IN LBS TORQUE WRENCH			\$ 266.36
D 136	1/2" DRIVE FT LBS TORQUE WRENCH			\$ 325.94
A 137	2 LB. DEAD BLOW HAMMER			\$ 121.46
D A 138	3 LB. DEAD BLOW HAMMER			\$ INCLUDED IN 137
139	1" HOSE CUTTER			\$ 18.14
D 140	2" HOSE CUTTER			\$ 35.10
141	6" TUB0NG CUTTER			\$ N/A
A 142	RELAY PLIERS			\$ 26.96
A 143	8" CABLE CUTTER			\$ 88.29
144	BULB REMOVAL PLIERS			\$ N/A
A 145	CUBOOT CLAMP PLIERS			\$ 43.20
A 146	6" WATER PUMP PLIERS			\$ 144.63 + 44.15
A 147	10" WATER PUMP PLIERS			\$ INCLUDED IN 146 ONE PAIR
	WATER PUMP PLIERS			\$ INCLUDED IN 146 66.96
A 148	12" X2			
	SHEET METAL SHEARS			
N/A 149	STRAIGHT			\$ 27.00
A 150	BRAKE SPRING PLIERS			\$ 39.92
D 151	BRAKE HOLD DOWN SPRING TOOL			\$ 17.33
A 152	7" PRY BAR 8"			\$ 176.58
153	11" PRY BAR			\$ N/A
A 154	12" PRY BAR			\$ INCLUDED IN 152
A 155	17" PRY BAR			\$ INCLUDED IN 152
A 156	22" PRY BAR			\$ INCLUDED IN 152
A 157	12" LADY FOOT BARS			\$ 243.27
A 158	16" LADY FOOT BARS			\$ INCLUDED IN 157
A 159	21" LADY FOOT BARS			\$ INCLUDED IN 157
A 160	12" SEAL PULLER			\$ 23.36
A 161	TIILT STEERING WHEEL REMOVAL TOOL			\$ 107.96
A 162	8" 2 JCW GEAR PULLER			\$ 86.36
A 163	20" CHAIN WRENCH			\$ 128.52
164	6" REVERSABLE PULLER			\$ N/A

A	165	PITMAN ARM PULLER	\$ 30.15
D	166	CIRCUIT TESTER	\$ 31.05
D	167	LIGHT DUTY AIR HAMMER	\$ 169.16
D	168	HEAVY DUTY AIR HAMMER	\$ 343.76
N/A	169	TIRE PRESSURE GAGES	\$ 9.90 + 13.50
D	170	INFLATERS	\$ 71.01
N/A	171	CORE TOOLS	\$ 12.56
D	172	BLOW GUNS	\$ 48.56
A	173	FUEL LINE DISCONNECT TOOLS	\$ INCLUDED IN 78
D	174	3/8" CORDLESS IMPACT TOOL, BATTERY + CHARGER	\$ 512.96
D	175	CORDLESS DRILL TOOL, 1 BATTERY	\$ 205.38 + 172.76
	176	COOLING SYSTEM PRESSURE TESTER ALREADY LISTED SEE LINE 103	
D	177	BUSHING DRIVER SET	\$ 87.75
D	178	A/C ORIFICE TUBE PULLER	\$ 50.18
D	179	DIGITAL BATTERY LOAD TESTER	\$ 284.94
D	180	POWER PROBE SHORT-OPEN DETECTOR	\$ 118.67
D	181	0-60 IN LBS TORQUE METER 1/4" DRIVE	\$ 269.96
D	182	20-150 IN LBS TORQUE METER 1/4" DRIVE	\$ 284.36
	183	INJECTOR TORQUE 6 IN LB WRENCH 1/4" DRIVE	\$ [REDACTED] N/A
D	184	16-100 FT LBS TORQUE WRENCH 3/8" DRIVE	\$ 278.96
	185	50-250 FT LBS TORQUE WRENCH 1/2" DRIVER ALREADY LISTED SEE LINE 136	\$ [REDACTED]
N/A	186	WELDING HOOD	\$ 357.84
N/A	187	CUTTING GOGGLES	\$ 20.48

% discount off list price for all other tools, supplies and tool cabinets 25% OFF TOOL CHEST, ALL OTHER 10%

Please describe tool warranty A - LIFETIME D - 1 YEAR E - 2 YEAR F - 3 YEAR

Please provide a copy of your current tool catalog with the bid. N/A - NO WARRANTY

All above pricing to include delivery to 5275 Highway B, Hillsboro MO 63050

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 30<sup>TH</sup> day of JANUARY 2018:

WATTS TOOLS  
Company Name

Signature

JOSEPH WATTS

Print

Company Address:

1404 RIVERWOOD DRIVE

PACIFIC, MD 20301

Phone: (301) 253 0461

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.

DK 3/12/18  
County Auditor

APPROVED AS TO FORM

T. D. B.  
County Counselor

## COOPERATIVE BID FORM

Bid Name: HIGHWAY MECHANICS TOOLS 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: \$ 1.00**

BY: JOSEPH WATTS

TITLE: OWNER

COMPANY: WATTS TOOLS

### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

Phone 636 253 0461 E-mail WATSTOOLS@GMAIL.COM

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